Region 14 Education Service Center (ESC)

Contract # 11-70

for

Instructional and Educational Resources

with

Artopex inc

Effective: May 1, 2023

TAB 2 NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of May 1, 2023, between National Cooperative Purchasing Alliance ("NCPA") and Artopex inc. ("Vendor").	nd
Recitals	
WHFRFAS Region 14 ESC has entered into a certain Master Agreement dated May 1, 2023, referenced as Contract Number1-1-70, be 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 Instructional and Educational Resources;	oy ce
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 as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;	to
WHEREAS. NCPA has the administrative and legal capacity to administer purchases	

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 Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration 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 Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor 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 Contractor 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 Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, remarketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating 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 Participating 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 Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must
 have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be
 assignable by Contractor without prior written consent of NCPA, provided, however, that
 the Contractor may, without such written consent, assign this Administration 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 Administration
 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 Administration Agreement.
- This Administration 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.

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

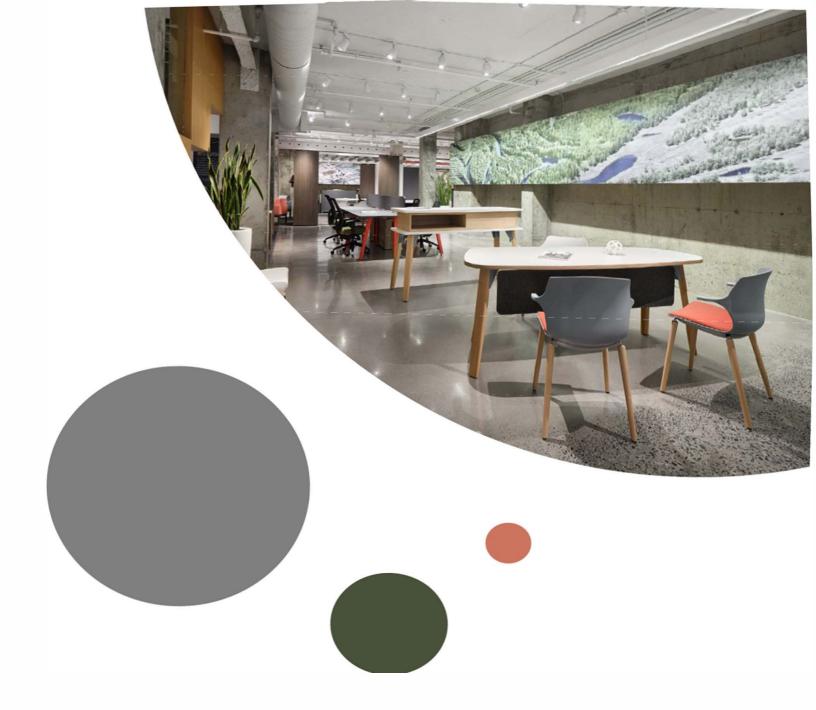
Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be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

Annual Sales Through Contract	Administrative Fee
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.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Artopex inc	
Organization	Vendor Name	
Sarah Vavra	Audrey Gagnon	
Name	Name	
Sr. Vice President, Public Sector Contracting	Administrative agent, major accounts	
Title	Title	
5001 Aspen Grove	800 Vadnais	
Address	Address	
Franklin, TN 37067	Granby (Quebec) Canada J2J 1A7	
Address	Address	
	Audrey Digitally signed by Audrey Gagnon DN: cn=Audrey Gagnon, c=CA,	
Sarah Dara	Gagnon o=Artopex, email=a.gagnon@artopex.com Date: 2023.03.23 12:43:46 -04'00'	
Signature	Signature	
May 1, 2023	15/03/2023	
Date	Date	



TAB 1

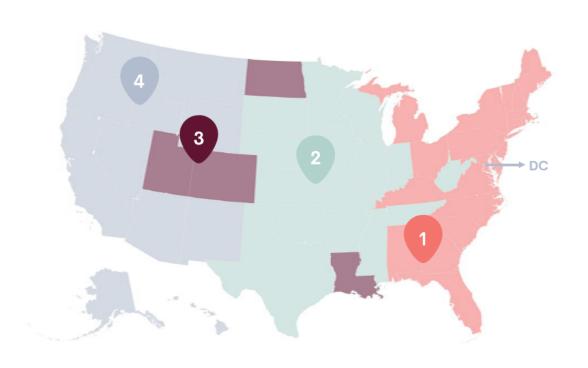
SIGNATURE FORM

Prices are guaranteed: 120 days

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.

Artopex inc.		
Company Name		
800 Vadnais		
Address		
Granby	Quebec	J2J 1A7
City	State	Zip
(450) 378-0189		
Telephone Number	Fax Number	
salessupport@artopex.com		
Email Address		
Audrey Gagnon	Administrativ	e agent, major accounts
Printed Name	Position	
Audiey DN:	ally signed by Audrey Gagnon cn=Audrey Gagnon, c=CA,	
Gagnon emai	topex, il=a.gagnon@artopex.com : 2023.03.23 10:50:09 -04'00'	
Authorized Signature		

UNITED STATES TRANSPORTATION POLICY



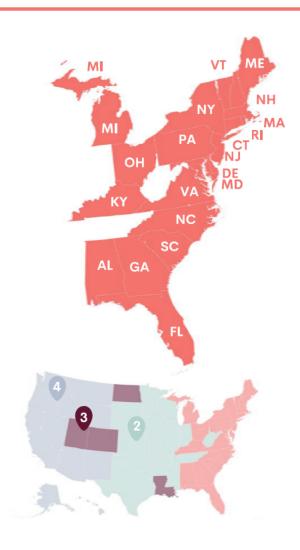
All regular shipments

- A minimum of one (1) to a maximum of four (4) registered warehouses are authorized yearly (12 months consecutive from date of activation) for all dealers within Zones 1 to 3*.
- If you have reached your maximum yearly number of warehouses, please contact Customer Service to settle arrangements.
- For shipping rates to Zone 4, please contact Customer Service.
- Artopex will not be responsible for carriers missing their advised estimated delivery time and date.
- Deliveries take place between 7:00 am and 5:00 pm from Monday to Friday.
- A confirmation will be sent by e-mail (only) prior to your estimated delivery date.
- See details by clicking on the map for the appropriate zone schedule and costs.
- Concealed damage must be reported within 30 days

artopex*

Artopex, 800 Vadnais, Granby, Qc, Canada, J2J 1A7 Customer Service contact phone: Tel: 1-800-363-3040

^{*} Note that the order ship to zone freight policy will apply. Example: Vermont dealer zone 1 shipping to a zone 2 registered warehouse = zone 2 minimum freight \$2,500 net or \$300 drop charge.



States included:

- AL Alabama
- CT Connecticut
- DE De aware
- FL Florida
- GA Georgia
- KY Kentucky
- ME Maine

- MA Massachusetts
- MD Maryland
- MI Michigan
- NH New Hampshire
- NJ New Jersey
- NY New York
- NC North Carolina

- OH Ohio
- PA Pennsylvania
- RI Rhode Island
- SC South Carolina
- VT Vermont
- VA Virginia

Policy:

Freight is PREPAID when the minimum order is \$2,000 net. Shipment every week. If free freight minimum is not attained:

- Shipment may be combined with future orders going to same delivery address avoiding any freight charges.
- Order can be shipped but a freight fee of \$200 will be charged for the above-mentioned states.

Other policies:

Refer to <u>page 6</u> for policy on Special On-Site shipments, or to a Non-Registered Warehouse.

For orders placed by a dealership with no active Artopex account, a freight quote with a delivery charge will be added to the invoice. To receive a quote prior to placing the order please contact Artopex Customer Service Department at 1–800–363–3040.





States included:

- AR Arkansas
- IL Illinois
- IN Indiana
- IA lowa
- KS Kansas

- MN Minnesota
 - MS Mississippi TX Tex
- MO Missouri
- WIO WISSOUT
- NE Nebraska
- OK Oklahoma
- SD South DakotaTX Texas
- TN Tennessee
- WV West Virginia
- WI Wisconsin

Policy:

Freight is PREPAID when the minimum order is \$2,500 net. Shipment every week. If free freight minimum is not attained:

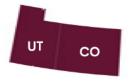
- Shipment may be combined with future orders going to same delivery address avoiding any freight charges.
- Order can be shipped but a freight fee of \$300 will be charged for the above-mentioned states.

Other policies:

Refer to <u>page 6</u> for policy on Special On-Site shipments, or to a Non-Registered Warehouse.

For orders placed by a dealership with no active Artopex account, a freight quote with a delivery charge will be added to the invoice. To receive a quote prior to placing the order please contact Artopex Customer Service Department at 1-800-363-3040.









States included:

- CO Colorado
- LA Louisiana
- · ND North Dakota
- UT Utah

Policy:

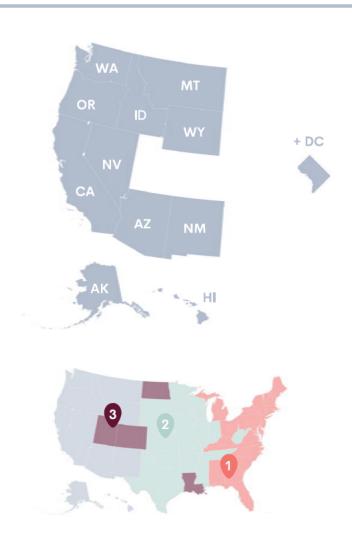
Freight is PREPAID when the minimum order is \$4,500 net. Shipment every week. If free freight minimum is not attained:

- Shipment may be combined with future orders going to same delivery address avoiding any freight charges.
- Order can be shipped but a freight fee of \$450 will be charged for the above-mentioned states.

Other policies:

Refer to <u>page 6</u> for policy on Special On-Site shipments, or to a Non-Registered Warehouse.

For orders placed by a dealership with no active Artopex account, a freight quote with a delivery charge will be added to the invoice. To receive a quote prior to placing the order please contact Artopex Customer Service Department at 1-800-363-3040.



States included:

AZ Arizona

NM New Mexico

AK Alaska

NV Nevada

CA California

OR Oregon

ID Idaho

WA Washington

HI Hawaii

Washington DC

MT Montana

WY Wyoming

Zone 4 requires a freight quote. To receive a quote, please contact Artopex Customer Service Department at 1-800-363-3040.

SPECIAL CHARGES

Special On-Site Shipments, or to a Non-Registered Warehouse can be arranged: (Special Delivery Agreement must be completed)

Less than \$9,000\$ net

· Freight quote required

\$9,000 net up to \$62,500 net

The zone minimum charge applies, except when:

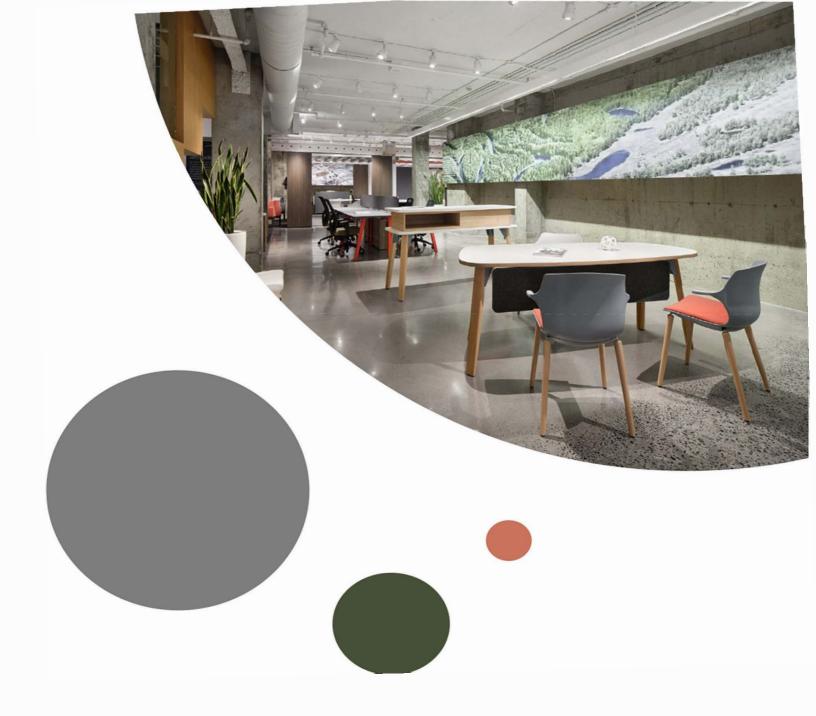
• Shipped to Zone 4, then the difference between the cost of delivering to the On–Site requested address versus your Registered Warehouse will be charged.

\$62,500 net and over

Included, except when:

• Shipped to Zone 4, then the difference between the cost of delivering to the On-Site requested address versus your Registered Warehouse will be charged.

For orders placed by a dealership with no active Artopex account, a freight quote with a delivery charge will be added to the invoice. To receive a quote prior to placing the order please contact Artopex Customer Service Department at 1-800-363-3040.



TAB 2

TAB 2 NCPA ADMINISTRATION AGREEMENT

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Recit	tals	
WHEREAS, Region 14 ESC has entered March 15th, 2023 , referenced as Conand between Region 14 ESC and Vendor, as ma with the terms thereof (the "Master Agreement"), Educational Resources;	tract Number $04-23$, by be amended from time to time in accordan	by nce
WHEREAS, said Master Agreement provi government, school district, private K-12 school, education institution, other government agency o as "public agency" or collectively, "public agencie prices indicated in the Master Agreement;	r nonprofit organization (hereinafter referred	l to

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;

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- With respect to any supplemental agreement entered into between a Participating
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 and employees shall not be made party to any claim for breach of such agreement.
- This Administration 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 Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor 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 Administration Agreement or the Master Agreement by Contractor must
 have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration 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 Administration Agreement nor any rights or obligations hereunder shall be
 assignable by Contractor without prior written consent of NCPA, provided, however, that
 the Contractor may, without such written consent, assign this Administration 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 Administration
 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 Administration Agreement.
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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.

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ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	Artopex inc
Organization	Vendor Name
	Audrey Gagnon
Name	Name
	Administrative agent, major accounts
Title	Title
	800 Vadnais
Address	Address
	Granby (Quebec) Canada J2J 1A7
Address	Address
	Audrey Digitally signed by Audrey Gagnon DN: cn=Audrey Gagnon, c=CA,
	Gagnon o=Artopex, email=a.gagnon@artopex.com
Signature	Signature Date: 2023.03.23 12:43:46 -04'00'
	15/03/2023
Date	Date



тав 3

TAB 3 VENDOR QUESTIONAIRE

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

Locations Covered

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

All 50 States & District of Columbia (Selecting this box is equal to checking all boxes below)			
Alabama	✓ Illinois	✓ Montana	✓ Rhode Island
Alaska	✓ Indiana	✓ Nebraska	✓ South Carolina
✓ Arizona	☑ Iowa	✓ Nevada	✓ South Dakota
✓ Arkansas	✓ Kansas	✓ New Hampshire	✓ Tennessee
∠ California	✓ Massachusetts	✓ New Jersey	✓ Texas
✓ Colorado	✓ Michigan	✓ New Mexico	✓ Utah
✓ Connecticut	✓ Minnesota	✓ New York	✓ Vermont
✓ Delaware	✓ Mississippi	✓ North Carolina	✓ Virginia
☑ D.C.	✓ Missouri	✓ North Dakota	✓ Washington
✓ Florida	✓ Kentucky	✓ Ohio	✓ West Virginia
✓ Georgia	✓ Louisiana	✓ Oklahoma	✓ Wisconsin
Hawaii	✓ Maine	✓ Oregon	✓ Wyoming
✓ Idaho	Maryland	✓ Pennsylvania	

All U.S. Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)			
American Samoa	☐ Northern Marina Island		
☐ Federated States of Micronesia	☐ Puerto Rico		
Guam	U.S. Virgin Islands		

☐ Midway Islands					
All Canada Provinces and Territories (Selecting this box is equal to checking all boxes below)					
✓ Alberta	✓ Prince Edward Island				
☑ British Columbia	☑ Quebec				
✓ Manitoba	✓ Saskatchewan				
✓ New Brunswick	☐ Northwest Territories				
✓ Newfoundland and Labrador	Nunavut				
✓ Nova Scotia	Yukon				
✓ Ontario					
If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain. Yes Maybe No Will be in function of all conditions and if it is not in conflict with other agreement that we have If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?					
☐ Yes ☐ Maybe ☑ No This would be in conflict with our distribution network					
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 ☐ Historically Underutilized Business Respondent Certifies that this firm Respondent Certifies that this firm is a a Minority / Women Business Enterprise Historically Underutilized Business Historically Underutilized Business					
Small Business, MWBE and HUB Growth If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.					
☐ N/A, we are a recognized small, MWEB or HUB organization					
✓ No, we do not have any programs in place.					

Yes, we have progr Residency	rams in place.
	's principal place of business is in the city of <u>Granby</u> , ada
Felony Conviction No Please Check Applical convictions must be at	ole Box (If the 3 rd box is checked, a detailed explanation of the names and
☐ A publicly held cor	poration; therefore, this reporting requirement is not applicable.
✓ Is not owned or op	erated by anyone who has been convicted of a felony.
☐ Is owned or operat	ed by the following individual(s) who has/have been convicted of a felony
Distribution Channel Which best describes	your company's position in the distribution channel:
Manufacturer Direct	ct Certified education/government reseller
☐ Authorized Distribu	utor Manufacturer marketing through reseller
☐ Value-added resel	ler
Processing Contact I	nformation
Contact Person	Audrey Gagnon
Title	Administrative agent, major accounts
Company	Artopex inc
Address	800 Vadnais
City/State/Zip	Granby, Quebec, Canada, J2J 1A7
Phone	(450) 378-0189
Email	salessupport@artopex.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	
•	ted includes the required NCPA administrative fee. The NCPA fee is calculated
based on the i	nvoice price to the customer.
✓ Yes	□ No

CooperativesList any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Please see additional document for list			

Cooperative/State Contract	Discount Offered	Expires	Annual (2022) Volume	Sales
State of Connecticut (system)				
State of Connecticut (freestanding)				
State of Florida				
State of Georgia				
State of New York				
State of South Carolina				
University of Alabama				
University of Kentucky				
NCPA				





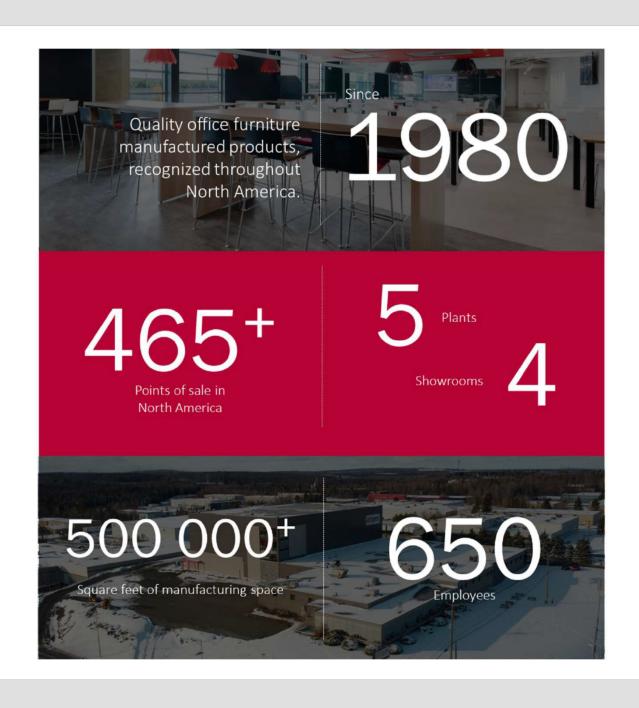
Our History

The story of Artopex began in 1980 in Granby, when Daniel Pelletier and his brothers, Maurice and André, founded Pro-Meubles, a company specialized in the manufacture of laminated furniture. The first years are rather modest in terms of profit, but the three brothers quickly turn to acquisitions to support the growth of their company. Between 1987 and 1991, Pro-Meubles made three acquisitions. However, with the acquisition of Artopex Inc. in 1993, which at the time had 700 employees and sales of \$58 million, the Pelletier family's business took off. This acquisition transformed the family business and led the Pelletier brothers to rename it Artopex Plus. This change in the brand image allowed the company to make its entry into Canada and the United States. Over the years and through acquisitions, Artopex has developed a complete line of innovative and durable furniture while creating a solid distribution network throughout North America. As a proof of the quality of its products, the family business has received numerous honors while winning major contracts such as the one with the Montreal-Trudeau Airport or the Granby Hospital Center. Recently, for the 15th consecutive year, it was named one of Canada's Best Managed Companies in a competition organized by Deloitte. For several years, Artopex has been developing management systems and environmental programs, including its ZERO 2X program (2010-2025). The company, which now has more than 865 employees and 6 automated and robotized plants, has just received more than \$2 million in government support from the CED (Canada Economic Development) program to modernize its Granby plant. With this investment, the current managers, Martin and Francis Pelletier (HEC Montréal alumni) from the second generation, wish to develop a local economy that is both strong and green.

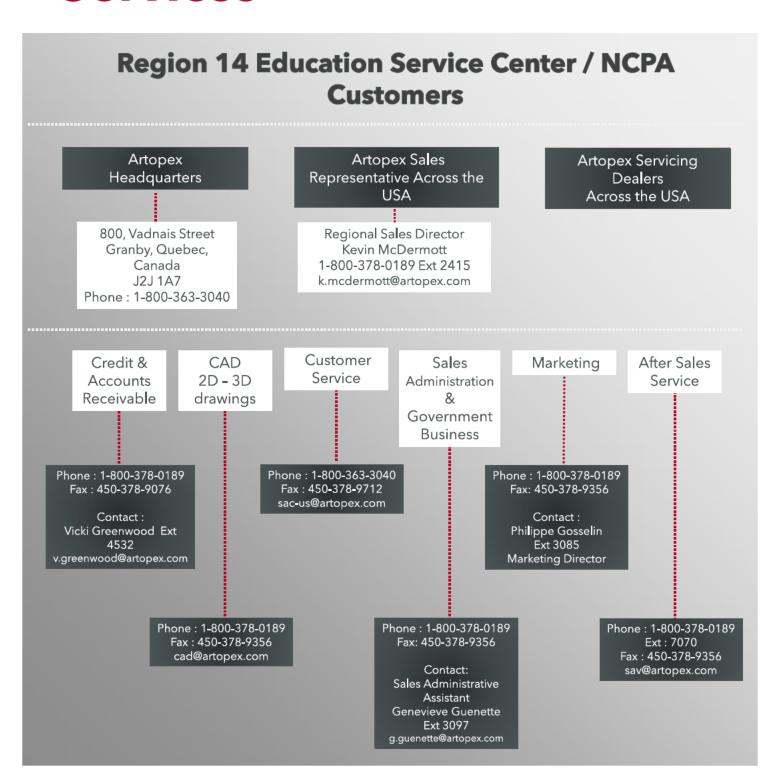




Artopex in Brief



Organizational Chart & Services







Artopex inc. sales representatives

RepGroup Name	Adresse	CITY	STATE	POSTAL	PHONE
ANDY FUDGE	2630 CONGRESSIONAL CIRCLE	BEAVERCREEK	ОН	4543-1595	937-510-6498
SIOK CONTRACT REPS. INC.	431 LAKEVIEW COURT, SUITE B	MT. PROSPECT	IL	60056	847-977-0034
CONTRACT OFFICE MARKETING INC.	2300, KENNEDY ST. NE SUITE #210	MINNEAPOLIS	MN	55413	612-788-9763
J FYFFE COMPANY	2708 HIGHGROVE CT.	COLLEYVILLE	TX	76034	817-318-0300
JIM SINKINSON AND ASSOCIATES, INC.	6, SHADY POND PL.	THE WOODLANDS	TX	77382	936-321-7177
OXFORD & ASSOCIATES	4789 ELDORADO SPRINGS DR.	BOULDER	CO	80303	720-442-2866
RAY AND ASSOCIATES	15130 WASHINGTON ST.	RIVERSIDE	CA	92506	951-538-5485
MCGLYNN ASSOCIATES	PO BOX 221	READING	MA	1867	613-347-3243
GIBSON INTERIOR PRODUCTS (NY)	1239 BROADWAY, 2ND FLOOR	NEW YORK	NY	10001	212-685-1077
THE DIGNAN GROUP, LLC	800 CONNECTICUT AVE. 3RD FLOOR	WASHINGTON	DC	20006	301-408-0600
SCHNEIDER CONTRACT	9116 LIME CT	FAIRFAX	VA	22032	703-967-0216
OED	1700 COMMERCE DRIVE, NW	ATLANTA	GA	30318	770-314-0230
COMPLETE COMMERCIAL FURNISHINGS, LLC	31, LAKE TRIPLET DR. N	CASSELBERRY	FL	32707	407-695-1037
THE FOREST GROUP, LLC	1611 KRAFFEL COURT	TOWN & COUNTRY	MO	63017	314-368-9262
JORGE PAEZ GROUP	CALLE 1 A #20 MANSIONES DE GUAYMABO	GUAYMABO	PR	969	787-404-2888
GIBSON INTERIOR PRODUCTS SOUTH (FL)	1239 BROADWAY, 2ND FLOOR	NEW YORK	NY	10001	212-685-1077





Reference: RFP 04-23 Instructional and Educational Resources

Duns# 249542820

To whom it may concern,

Artopex Inc, is very proud to have been working with NCPA for the last few years, our dealers and customers are already using the NCPA contract. We plan on offering the NCPA contract information to each of our dealers/clients within the United States. Our representatives are also aware of the NCPA contract terms and are pushing it to their dealer networks and clients.

Our company's standard payment terms are 2% 10 days, net 30.

Artopex's company logo will be available upon request to Region 14 Education Service Center / NCPA as well as the permission to reproduce it. The logo is already in the Member zone of our Website and access will be granted upon request.

Artopex already reports sales and administration fees are paid on a monthly basis to different state contracts therefore the addition of one more contract falls within our capabilities.

You can always reach our customer service team at 1-800-378-0189 between the hours of 8am to 5pm (EST)from Monday to Friday.

Who is your competition in the marketplace?

Our competition is mostly comprised of any current or new manufacturer such as Groupe Lacasse, Steelcase, Herman Miller, HON, Global, Sit-On-It, Highmark, Watson, Great Openings, Via Seating to name a few, which offer a complete or partial office furniture solution of similar products or substitutes. These can be broken down in the various product categories such as Laminate Case Goods, Panel Systems, Seating, Filing cabinets etc.

What differentiates your company from competitors?

At Artopex, we can offer the complete line of office furniture products from panel systems furniture, task, side and lounge seating, laminate products such as private offices, open space benching, collaborative, height adjustable tables, conferencing, reception stations, training tables, lockers, multi-purpose rooms, metal filing and storage cabinets which all have a level of compatibility between each other to help our clients, whether from the Educational (K-12 & Higher Ed), Municipal & County, Healthcare, State and Gov't as well as the Private Sector, in creating their workspace.

We are a well established and recognized manufacturer with over 43 years of experience in this sector of activity and we continue to be a fast growing and innovative company. In fact, when we develop & introduce new products, technology is always an integral part of this new product such as our NOKI electronic keyless lock.

Our salesforce of workplace specialists fully understands the client's requirements and work to develop a strategy to transform our client's office space adapted to their needs.

State of the art production facilities offering better and faster technology. In turn this increases product reliability and a consistency with lead times.

We are very flexible when it comes to creating special products and responding to the client's needs.

Very elaborate training program through our Artopex Academy. Through the Academy, we educate our Sales Representatives, A&D, clients, and all specifiers on how to present and sell the Artopex products.

Artopex is present throughout the North American market in both the United States and Canada and has a dealership network which can respond to all your clients needs.

Responsible Products: The Research and Development team integrates the principles of eco-design. This considers the environmental impacts of a product throughout its life cycle, from the raw material extraction to manufacturing, distribution, use and disposal. Artopex products are designed with functionality, quality, esthetics, and ergonomics in mind. Furthermore, as shown by the Artopex warranty (Lifetime), the concern to offer durable goods is a notion at the heart of the company's manufacturing system. All products are designed to meet the most stringent requirements of the industry.

Certifications: To continuously surpass itself in social and environmental responsibility, Artopex adheres to the following certifications and programs:

ISO 9001 A quality management system that ensures established standards are

furniture, desk systems, office chairs and lounge chairs, comply with the requirements of this standard for indoor air quality.

LEVEL From BIFMA The majority of Artopex furniture is LEVEL® certified according to the ANSI/BIFMA e3 standard. This certification gives the products the status of sustainable and responsible goods.

Describe how your company will market this contract if awarded.

We will facilitate access to the contract information via the dedicated section on our website.

A newsletter will be sent out to our entire network (Dealers, A&D, Clients, Representatives & Specifiers) announcing the award of the contract.

Introductory webinars & presentations about the contract to our network (Dealers, A&D, Clients, Representatives & Specifiers) will be setup to help them familiarize themselves with the particularities of the contract.

We will establish a constant contact plan with our sales dedicated towards NCPA clients.

Quarterly sales reviews will also be scheduled with our sales force to be certain we are on track with our sales objectives and make any necessary adjustments for us to reach our established sales growth with this contract.

Describe how you intend to introduce NCPA to your company.

NCPA is currently a well-known contract within the Artopex organization. For this new contract, we intend to maintain the same rigor as far as the resources and time designated to this contract internally. We will communicate to all the involved departments through newsletters and set up webinars and training sessions for all to be aware and understand the continued importance of our partnership with your organization. These will be followed up with internal quarterly reviews to maintain focus on the contract and our set forth objectives.

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

Artopex Website and Online Product Catalogs: Designed to present all Artopex furniture collections, the website www.artopex.com also features an exclusive access for customers, dealers, and specifiers. This section, called "Member Zone", is comprised of various types of documents and most are downloadable. Below is a breakdown of the information featured in the Member Zone:

Price Lists (all collections – US pricing).

Product guides.

Product assembly instructions.

Training sessions (video & documents).

Warranty policies.

Certifications (corporate & product).

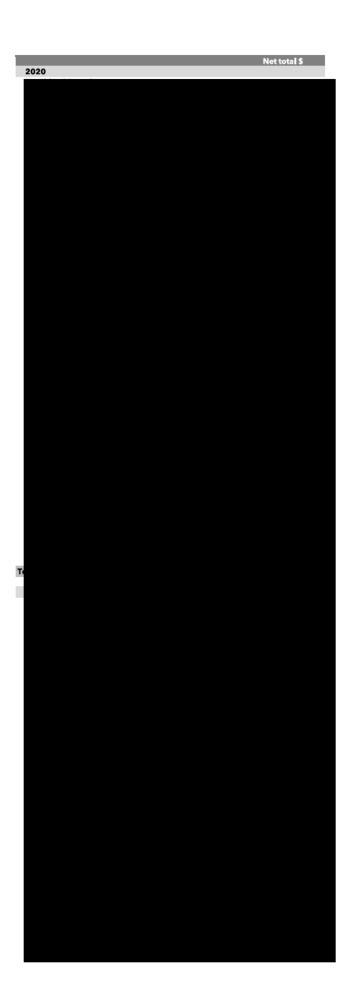
Marketing material.

Current and past memos sent to the dealer network.

Lead time information.

The complete Price List Catalog can also be downloaded in a single file as an "Electronic Binder".

The Artopex Transactional site is currently configured uniquely for our dealer partners, but we are working at expanding this to other clients. On this platform, which is accessible 24/7, dealers can place orders or send requests to one of our web services or transfer files that are compatible with various software programs. These are integrated with multiple industry furniture specifying platforms and provide order entry transfer using OFDA (Office Furniture Dealer Association) recognized software that include 20-20 Worksheet(.sif), Project Matrix/CET. This ensures a fast and accurate transfer of orders as well as minimizing the risk of order errors by extra key punching.







TAB 5

WARRANTY

Artopex products are warranted to be free from defects in design, materials and manufacturing for a period specific to the product collection as indicated in our Warranty-guide.

If written notice of the defect is given to Artopex within the applicable warranty period, Artopex will repair or replace with comparable product, at Artopex's choice, without charge to the original purchaser, any part or product, which fails under normal use as a result of such defect.

Artopex will do that as soon as possible in function of the part or product availability. Artopex always maintain all parts or equivalent available for a period of 3 to 5 years after a collection is discontinued.

Our products are made for a long-term usage under normal use. We often see our product with more than 15 years of normal usage still being used. Please see our Warranty Guide for all details.

Re

A)

instructions. If this procedure is not followed, the merchandise will not be accepted by the factory and will be returned collect without further notice.

- B) Goods must be returned properly packaged and all boxes must be clearly marked with the authorization number.
- C) Return of items authorized by Artopex are subject to a charge of 25% plus freight (and customs, if applicable) and repair costs (if required).
- d) No returns on special products will be accepted.

Please see our Warranty Guide for all details.

PRODUCTS

Artopex takes pride in selling and manufacturing high quality office products which are packaged accordingly to avoid any damages that may occur when being manipulated for shipment /installation or during transportation.

INSTALLATION

Artopex and its dealer network installs our products in accordance with the Artopex product guides as well as industry standards.

List of categories that we are responding with:

Furniture & Equipment Storage Classroom & Office Supplies

Artopex Warranties

* This warranty guide takes precedence over all other warranties in our price lists.

Artopex products are warranted to be free from defects in design, materials and manufacturing for a period specific to the product collection as indicated in the table below. If written notice of the defect is given to Artopex within the applicable warranty period, Artopex will repair or replace with comparable product, at Artopex's choice, without charge to the original purchaser, any part or product shipped after July 1, 2001, which fails under normal use as a result of such defect. On products warranted for a specified number of years of single shift usage, the warranty period will be reduced in a pro-rata manner when the products are used in a manner that exceeds the equivalent of a single shift forty (40) hour work week.

Products used 24/7 or in high traffic public spaces are covered by the warranty for 1 year from the delivery date. This warranty is the Customer's sole remedy for product defect. This warranty does not cover damage by a carrier in transit. Artopex makes no warranties, including the implied warranties of market value or utility for a particular purpose, other than the express warranties contained herein. There are no other warranties express or implied. Artopex shall not be liable for consequential or incidental damages arising from any product defect.

Collections	Take Off Air Line Time Lockers	Genius Take Off conference Downtown collaborative furniture	Adjustables tables	Receptions
Warranty	Limited life	Limited life	Limited life	Limited life
	10 years	10 years	5 years	5 years
	Electrical components such as multi-outlets (except M4), wall plugs, electrical systems, metal wire management, wire trough, etc.	Electrical components such as multi-outlets (except M4), wall plugs, electrical systems, metal wire management, wire trough, etc.	Electrical components and moving parts such as: motors, legs, control pads, control boxes, cables, etc.	Moving parts and components such as: sliders, levelers, pedestal casters, hinges.
Restrictions	5 years	5 years		
	Moving parts and components such as: M4 multi-outlet module, slides, levelers, casters, hinges, etc.	Moving parts and components such as: M4 multi-outlet module, sliders, levelers, pedestal casters, hinges, etc.		
	Artopex standard fabrics (part of the current Artopex cards)	Artopex standard fabrics (part of the current Artopex cards)		
	1 year	1 year		
	Non-standard fabric.	Non-standard fabric.		
	C.O.M. Products	C.O.M. Products	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.
Not covered by the warranty	Ballasts and light bulbs,	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.		
	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.			
NOKI	5-year warranty on mechanisms and parts; 1-year warranty on labor.			

Artopex Warranties

Collections	Metal Express Metal	Axel system Nano Take Off System Uni-t	Task and Visitor Seating Lounge and Beam Seating Downtown Seating
Guarantee	Limited life	Limited life	10 years
	5 years Moving parts and components such as: sliders, levelers, pedestal casters, hinges. Artopex standard fabrics (part of the current Artopex cards)	10 years Electrical components such as multi-outlets (except M4), wall plugs, electrical systems, metal wire management, wire trough, etc.	
Restrictions		5 years Moving parts and components such as: M4 multi-outlet module, sliders, levelers, pedestal casters, hinges, etc. Artopex standard fabrics (part of the current Artopex cards).	5 years Moving parts and components such as: casters, cylinders, arms, sliding seats, adjustable backrests, headrests. Plastic components. Artopex standard fabrics (part of the current Artopex cards).
	1 year	1 year	1 year
	Non-standard fabric.	Non-standard fabric.	Non-standard fabric.
Not covered by	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.	C.O.M. Products	C.O.M. Products
the warranty		Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.
NOKI	Mechanism and parts under warranty for 5 years, and 1-year warranty on labor.	Mechanism and parts under warranty for 5 years, and 1 year warranty on labor.	

Artopex Warranties

Collections	Accessories	Mute Box	Protective screens	Home office	Non-standard products for all collections
Guarantee	Limited life	2 years	1 year	1 year	1 year
Restrictions	10 years Electrical components such as multi-outlet modules (except M4), wall plugs, electrical systems, metal wire management, wire trough, etc. 5 years Moving parts and components such as, M4 multi-outlet module, slides, levellers, casters, hinges, etc.			The warranty covers normal residential use.	
		10 years For other furniture and seating, refer to standard Artopex warranty.			
Not covered by the warranty	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines. Ballasts and light bulbs.		Products that have been modified or have not been installed or used according to Artopex application and installation guidelines.	The warranty does not cover defects resulting from commercial use, does not apply in the event of negligence, misuse, abuse, modification of products, accident and if maintenance was not done in accordance with the recommendations available on our website.	Products that have been modified or have not been installed or used according to Artopex application and installation guidelines. Special finishes applied to Artopex products.
NOKI	5-year warranty on mechanisms and parts; 1-year warranty on labor.				1-years warranty on parts and labor.

Artopex Conditions

Prices and Payment

All prices shown in this price list are retail prices and are subject to change without notice. Prices do not include installation and shipping costs. Taxes are extra. These prices are guaranteed for 30 days from the date of quotation and are firm and final after acceptance of the order. Orders are invoiced at the time of shipment. Terms of payment are net 30 days from date of invoice. All products sold by Artopex shall remain its property until full payment is received. Artopex reserves the right to defer or cancel all shipments related to an account in payment default and even to refuse any order from a distributor whose account is in default.

Orders

Artopex requires that all orders be submitted in writing to avoid errors and/or duplication. The purchaser is responsible to submit complete orders. Incomplete or incorrect orders (finish colors missing, etc.) will be processed upon reception of the complete information and normal production lead-times will be applied from the date that the complete information is received.

Acknowledgments

Artopex confirms orders with an acknowledgment that lists the details of the products to be delivered as well as the ready to ship date (not the actual shipping date). This acknowledgement binds the parties and it is the purchaser's responsibility to verify that the acknowledgment information is correct. The purchaser must notify Artopex in writing of any errors within 48 hours, Corrections after 48 hours could be subject to extra charges, see "Changes and Cancellations".

Changes and Cancellations

Order cancellations or changes are subject to acceptance by Artopex. Special order items and upholstered items (standard or COM fabrics) already in production are not subject to change or cancellation under any circumstances.

- A) Changes: Standard product already in production will be subject to a 25% change surcharge. Changes to the lead-times must be anticipated.
- B) Cancellations: Artopex reserves the right to invoice the purchaser for any items already in production at the cancellation date and for lost profits on the remaining items.

Warehousing

Artopex reserves the right to invoice the purchaser for warehousing fees in specific cases. For more information, refer to the Warehousing Policy. Shipping

- A) Prices are F.O.B. factory, collect.
- B) Artopex will choose the carrier unless otherwise specified by the purchaser. Goods will be handed over to the common carrier in good condition; Artopex liability ceases at this point. Deliveries will be done at the purchaser's loading dock. The purchaser should have an loading dock able to accommodate 53' trailers and must supply the loading personnel.
- C) Claims: Artopex is not responsible for damage that occurs in transit or in storage. It is the purchaser's responsibility to examine goods upon receipt. All damages or missing items must be noted and signed by the carrier's representative. Failure to provide an adequate description of the lost items or damages to the carrier could result in the carrier's refusal to honor the claim. It is the purchaser's responsibility to obtain information on the carrier's claim policies and to send any claims to the carrier.
- D) If the order has been shipped directly to your client, you must follow the same procedure as described above.

Return of Goods

- A) No merchandise may be returned without Artopex written consent and shipping instructions. If this procedure is not followed, the merchandise will not be accepted by the factory and will be returned collect without further notice.
- B) Goods must be returned properly packaged and all boxes must be clearly marked with the authorization number.
- C) Return of items authorized by Artopex are subject to a charge of 25% plus freight (and customs, if applicable) and repair costs (if required).

Product Specifications

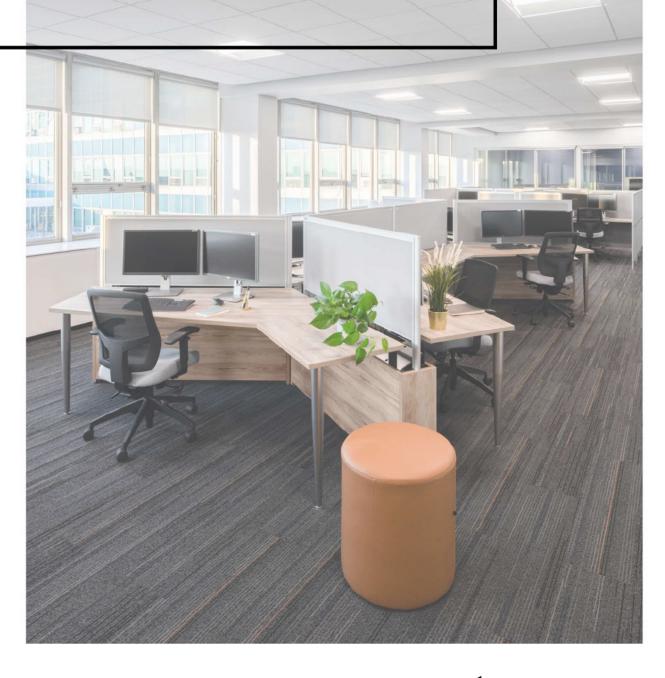
Artopex reserves the right to modify the specifications of products, materials, design or accessories without notice. Artopex also reserves the right to cease production of any product at any time. The products, accessories, materials and finishes as described in the price list prevail over the content of brochures or flyers. The weights and volumes shown in the price lists include packaging and are approximations.

Warehousing Fees Policy

In the eventuality that you need to postpone the scheduled delivery date of a ready to ship order, a temporary storage service may be provided to you, space permitting, under the following conditions:

For all orders:		
Grace Period	The first three weeks following the initial shipment date.	
Applicable Fees	• A fee equivalent to 0.5% of the net order amount per subsequent week will be assessed. • Minimum charge of \$250 per week.	
Order Invoicing	By the fourth week from the initial shipment date.	

CLEANING AND DISINFECTING GUIDE



artopex®

CLEANING AND DISINFECTING WHAT SHOULD WE KNOW

Cleaning

Surface cleaning refers to the removal of dirt and impurities, including microorganisms. Cleaning alone does not kill microorganisms. But by eliminating them partially, this reduces their numbers and therefore diminishes the risk of spreading the infection.

Disinfecting

Surface disinfection is done using chemicals to kill microorganisms. Killing remaining microorganisms on a surface after cleaning further reduces the risk of spreading the infection.

*Reference : Health-Canada art()pex°

Summary table

Materials	Suggested cleaners	Suggested disinfectants	Cleaning method	To avoid
Finished				
Melamine (TFL) and Laminate (HPL) Boards	Mild soap and water.	All purpose cleaners such as Lysol, Virex II 256, Purell, Virox (peroxide). Quaternary ammonium, ethanol, hydrogen peroxide.	It is important not to let the solvent work for too long. Rinse with clear water and dry the surface quickly.	Sodium hypochlorite and bleach / chlorine solution.
Anodized Aluminum	Mild soap and water.	To be avoided.	Use a soft nylon cloth. Rinse with clear water and then dry the surface with a chamois (shammy).	Alkaline cleaners, aggressive acids, abrasive substances, trisodium phosphate, phosphoric acid, hydrochloric acid, hydrofluoric acid, fluorescent or similar compounds.
Fenix	Mild soap and water.	Non-abrasive household cleaners or solvents. Sodium hypochlorite should be used at concentrations below 5% and hydrogen peroxide at concentrations below 3%. It is possible to use alcohol.	Perfectly clean soft cloth or magic sponge, rinse with clear water and dry the surface.	Abrasive substances, micro-abrasive sponges, steel wool, acid cleaners, alkaline cleaners, bleaches, bleach / chlorine solution , wax-based cleaner.
Painted Metal (enamel)	Mild soap and water.	Bleach 0.5% concentration, clean for at least 1 minute. Hydrogen peroxide concentration of 0.5%, clean for at least 1 minute. 70% alcohol (rubbing, ethanol or isopropyl alcohol) for at least 30 seconds. Solution of quaternary ammonium salts, leave to act for 10 minutes. Disinfectant wipes.		
Acrylic	Mild soap and water.		Clean, rinse with clear water and wipe the surface.	Ammonia, alcohol, acetone, carbon, tetrachloride.
Chrome, Stainless Steel, Nickel	Mild soap and water.	Glass cleaners such as Windex.	Clean, rinse with clear water and wipe the surface.	
Plastic	Mild soap and water.	Lysol disinfectant wipes (without bleach).	Clean, rinse with clear water and wipe the surface.	Bleach / chlorine solution.
Glass	A mixture of one part vinegar to 10 parts water.	Glass cleaner such as Windex, Isopropyl alcohol or acetone.	Clean with a clean cloth or paper towel.	Abrasive products and materials.
Fabrics	•			
Fabrics	Mild soap and water.	Refer to supplier's instructions.	Using a vacuum cleaner and a clean brush.	Bleach / chlorine solution.
Felt	Mild soap and water.	Chemical stain remover (dry cleaning). Refer to supplier's instructions.	Using a vacuum cleaner and a clean brush.	Bleach / chlorine solution.
Vinyl	Mild soap and water.	Mixture of 1:10 ratio bleach and water. Refer to supplier's instructions.	Clean, rinse with clear water and wipe the surface.	Alcohol and ammonia.
Polyurethane	Mild soap and water.	Mixture of 1:10 ratio bleach and water. Virox (peroxide). Refer to supplier's instructions.	Spray on the cloth and let stand for a few minutes. Rinse with clear water and wipe the surface.	Alcohol.

1 Syears

2015 • 2022

From **2007** to **2012**



From **2013** to **2022**

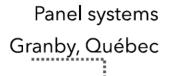


Platinum member

Production Units



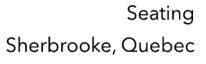
Laminate furniture and components Granby, Québec







Metal furniture and components Laval, Quebec





Investment

An investment of \$4M for the expansion of the lounge chair plant



A \$ 2M investment for the renovation of the Artopex Design and Innovation Center in Granby



artonex

Plant



\$30M to modernize our plants improve production capacity

Shift









stages



Implantation of our new ERP software



Robotization of our manufacturing activities





The Modernization of the Head Office















4

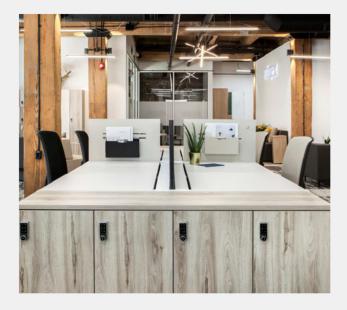
Showrooms

Montréal



Québec

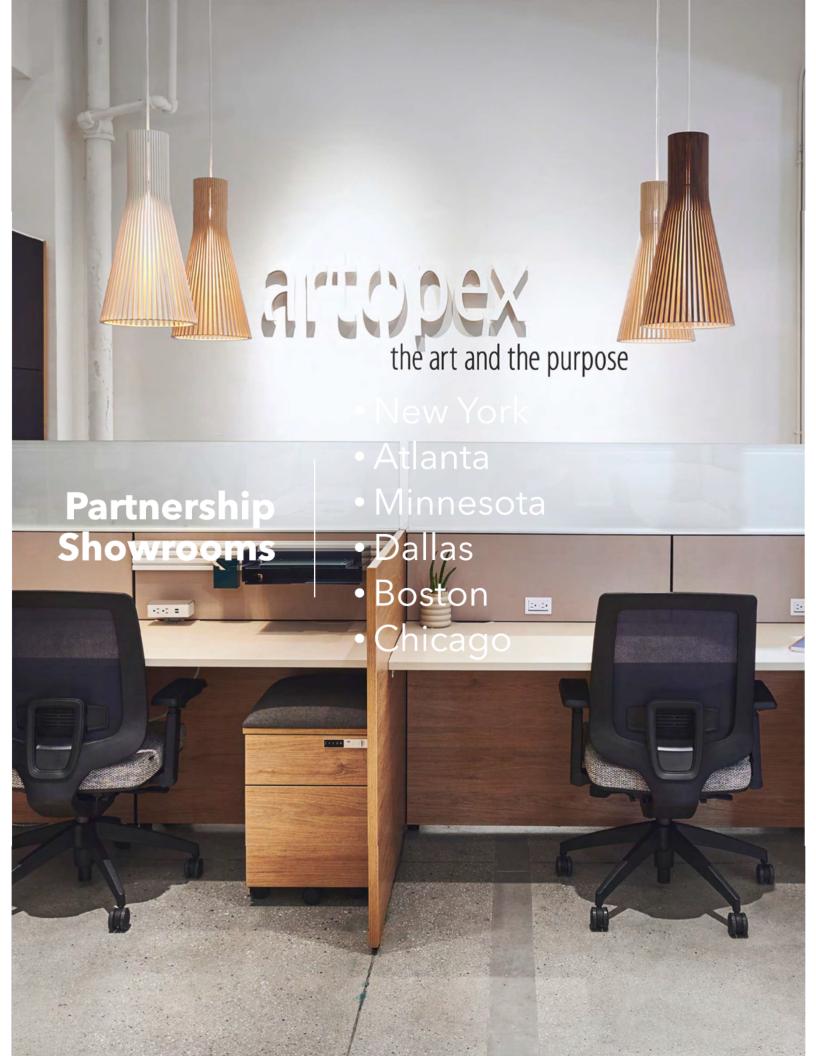






Toronto

Calgary





The Stakes and our Commitment

Our commitment articulates around 5 focus areas.

1	Responsible business management
2	Supply chain responsibility
3	Quality of life
4	Manufacturing and environmental performance
5	Responsible products

Distribution of Purchases











Supply Chain Responsibility

Buying local, or at the shortest possible distance, is always preferred.

The impact of greenhouse gases linked to goods transportation is a key factor when choosing a supplier.

To ensure that our suppliers share our values and practices in terms of social and environmental responsibility, Artopex has decided to implement a Code of Conduct. This document communicates our vision and expectations in terms of human rights and responsible environmental practices. We also encourage our suppliers to take part in this movement by urging them to apply the same requirements to their own suppliers.





Objective ZERO 2X

Our mission is to create an environment where everyone takes part in keeping the work running smoothly and in continuously improving our processes. It is inspired by the philosophy espoused by Taiichi Ohno, co-founder of Toyota production system: "Building products begins with developing your people!



From 2010 to 2025

No increase

in energy consumption for 2X the production

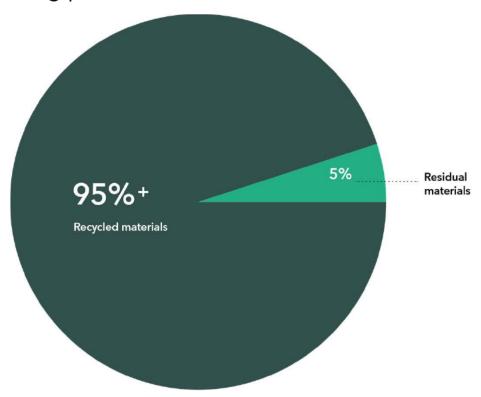


By adopting the Lean Manufacturing approach to systematically eliminate waste, we have been able to reconcile industrial and environmental performance. Centered on responding appropriately to customer expectations and simplifying the value chain, this dynamic approach allows us to produce more and better while using less energy, less material and less motion.



Waste Management

Artopex is constantly studying new ways to reduce the amount of waste sent to landfills, notably through the creation of partnerships with our suppliers as well as the optimization of manufacturing processes to reduce waste at the source.



Two of our five production units recycle

more than 95% of waste

Industrial Symbiosis: One person's waste is another's raw material

Laminate trimmings and dust represent most of the waste for laminate production plants. Our trimmings are shredded and mixed with dust. Our laminate supplier then sends this material to a local greenhouse which uses it as a secondary fuel to heat the building.



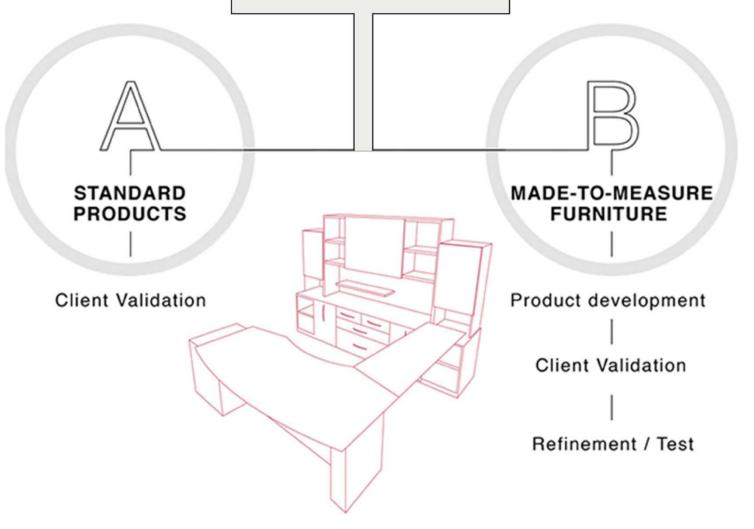
From 2014 to 2018

7367,9 tons of dust

Steered away from landfills







One-Stop Workplace Solutions

















Certifications





artonex

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artopex

800 Vadnais, Granby, QC, Canada

For the following product(s):

Casegoods/Tables:

Tables:

Adjustable Meeting Tables, Adjustable Tables II, Fjord Tables, Genius – Training Table, Laminated Table Cuadro, Take Off Conference Rooms, Take Off - Reception, Take Off

Casegoods:

AIR line Executive Unit and Supports, AIR line Executive, AIR line Storage Units, Compact Pedestal, Lockers, Metal - Cabinets, Metal - Combination Storage, Metal - File Cabinets, Metal - Pedestals, Metal - Pedestals, Receptions - R3, Receptions - RC1, Receptions - RC2



Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.1

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for the open plan and private office workstation parameters. Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for the open plan and school classroom parameters.

Registration # SCS-IAQ-08220

Valid from: September 6, 2022 to September 5, 2023







Stanley Mather Lam

Stanley Mathuram, PE, Executive Vice President SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

¹ Modeled as Individual Furniture Components

SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artopex

800 Vadnais, Granby, QC, Canada

For the following product(s):

Systems:

Axel, Nano

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.1

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) for the open plan and private office workstation parameters.¹ Also conforms to ANSI/BIFMA e3-2019 (Credit 7.6.1) for the open plan and private office workstation parameters.¹

¹ Modeled as a Workstation System

Registration # SCS-IAQ-08221

Valid from: September 6, 2022 to September 5, 2023







Stanley Wather Ram

Stanley Mathuram, PE, Executive Vice President SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA SCS Global Services does hereby certify that an independent assessment has been conducted on behalf of:

Artopex

800 Vadnais, Granby, QC, Canada

For the following product(s):

Seating:

ARAMIS, Auxi, Axel Lounge, Blitz, Crema, Cuadro, Cyrano, DOTCOM (2), DOTCOM (3), DOTCOM, Downtown, Dyna, Element, Fjord, Flashback Beam, Flashback, Frill, Genius - Educational Seating, Hanso, Headliner Beam, Headliner Lite, Kub, Lancelot Platform, Lancelot, Log, Loveflex (2), Loveflex (3), Loveflex, Minimax, Ole, Passenger, Perceval, Sentinel, Soft, Vortex Lab, Vortex Mesh, Vortex, Voyager, Xpresso



The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.1

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2021) and ANSI/BIFMA e.3-2019 (Credits 7.6.1, 7.6.2, 7.6.3) for seating parameters.¹ Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 for seating¹ and school classroom parameters.²

Registration # SCS-IAQ-08222

Valid from: September 6, 2022 to September 5, 2023



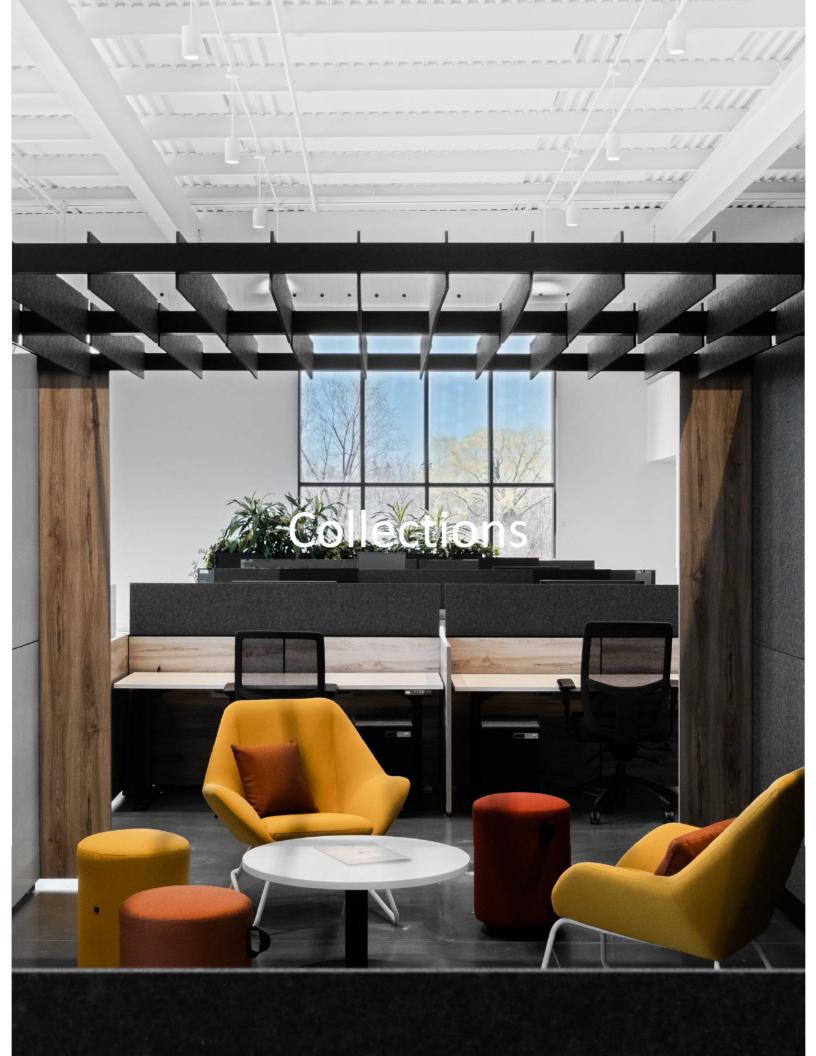


Stanley Mather Ram

Stanley Mathuram, PE, Executive Vice President SCS Global Services 2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

¹ Modeled as Office Seating

² Modeled as Pupil Seating



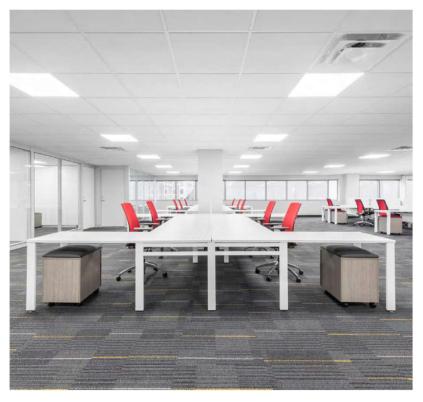


Freestanding

- Take Off
- Air Line
- Time

- Receptions
- Lockers

Take Off





Air Line



Lockers



Reception





artonex



Freestanding

- Downtown
- Take Off Conference

Downtown



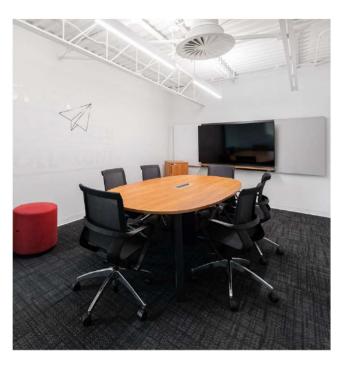








Take off Conference













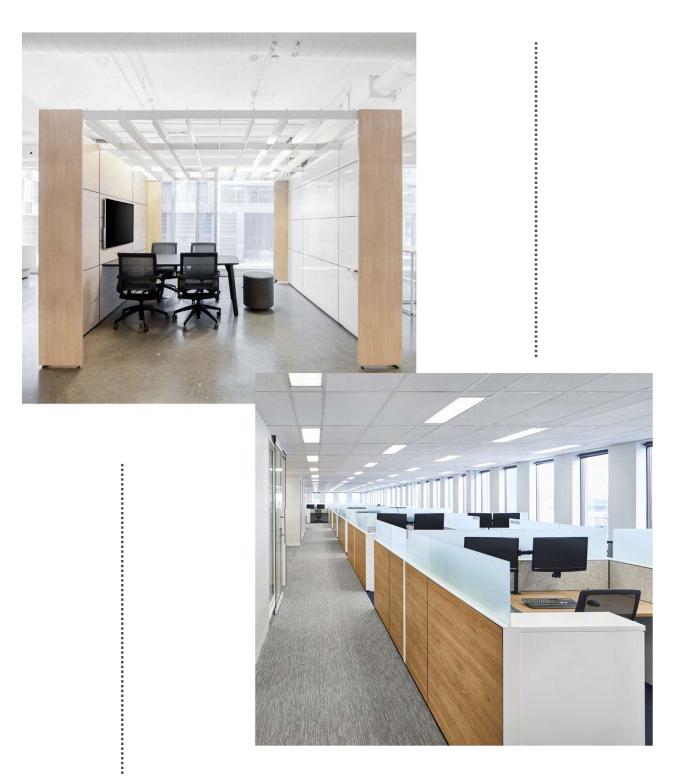




Systems

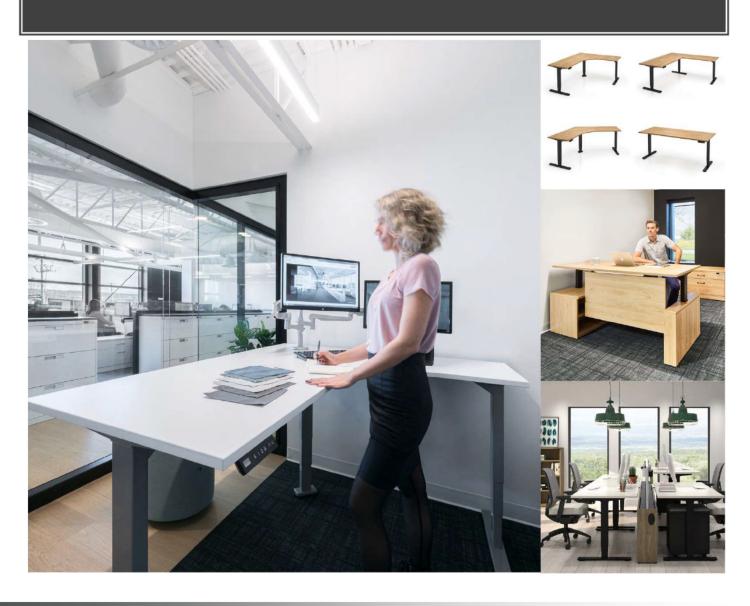
- Axel
- Nano

Axel



artonex

Adjustable Tables

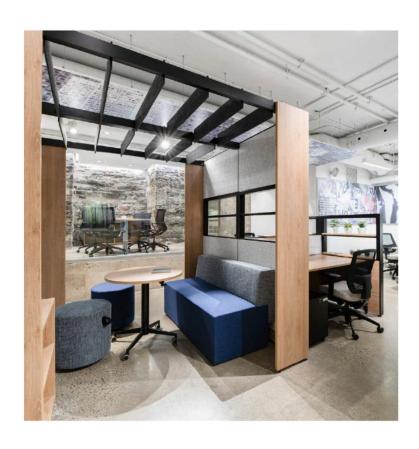






Adjustable Meeting Tables



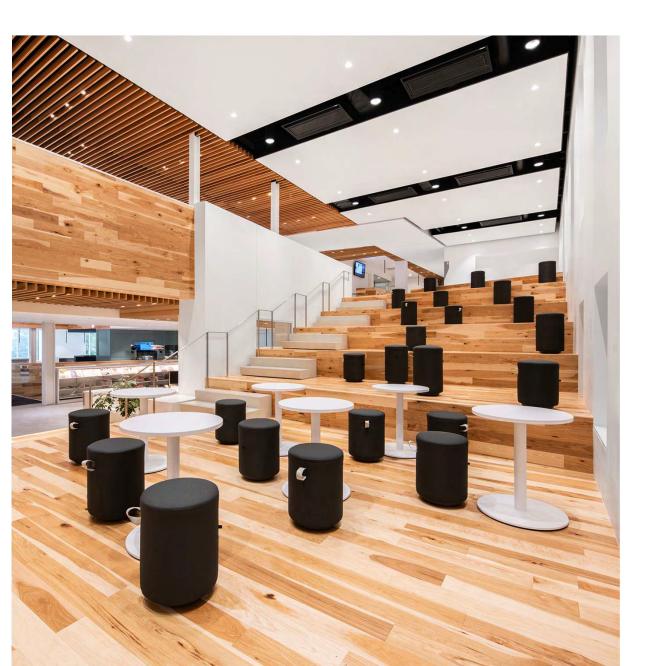






Element Active Seating







Seating

- Task chairs
- Visitor chairs
- Beam seating



Task Chairs

Auxi





Blitz









Dotcom





Hanso





Sentinel





Vortex





Vortex Mesh





Visitor seating





Alexia



Crema





Minimax





Flashback





Frill





Headline Lite





Kub









Crema









Olé









Beam Seating

- Flashback
- Headline

- Passenger
- Voyager

Flashback













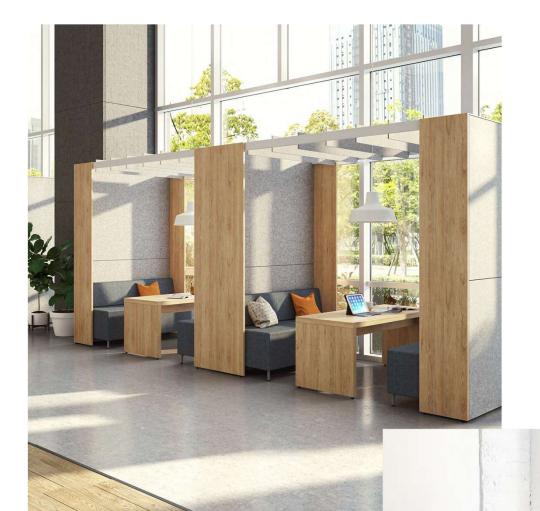
Voyager



Lounge

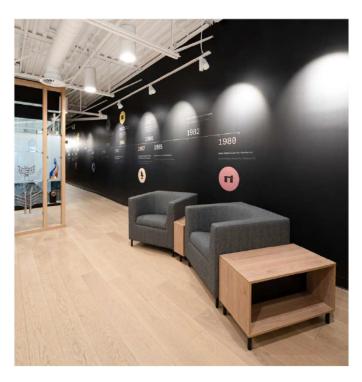


Axel Lounge



Cuadro





Cyrano

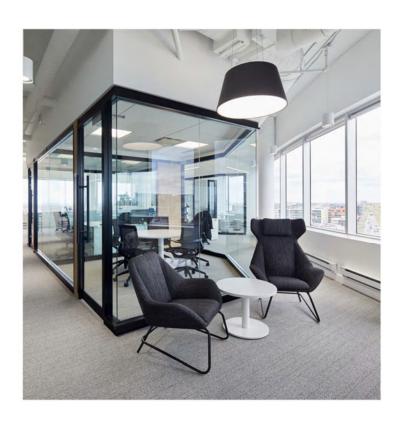








Fjord



Fjord Loveseat



Lancelot



Lancelot Plateform

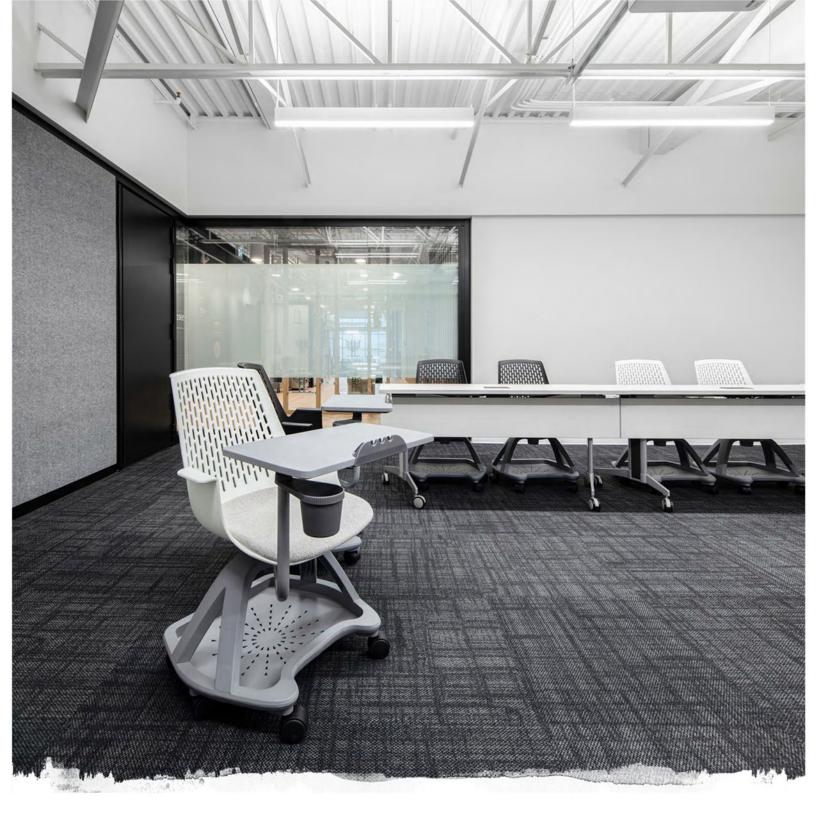


Perceval







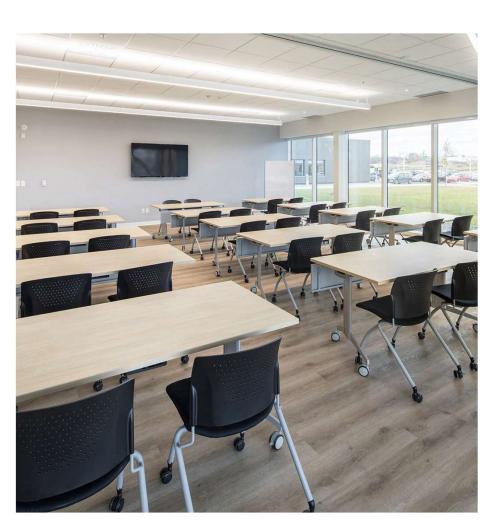


Training furniture

- Genius Training table Genius Educational seating

Training Genius Tables



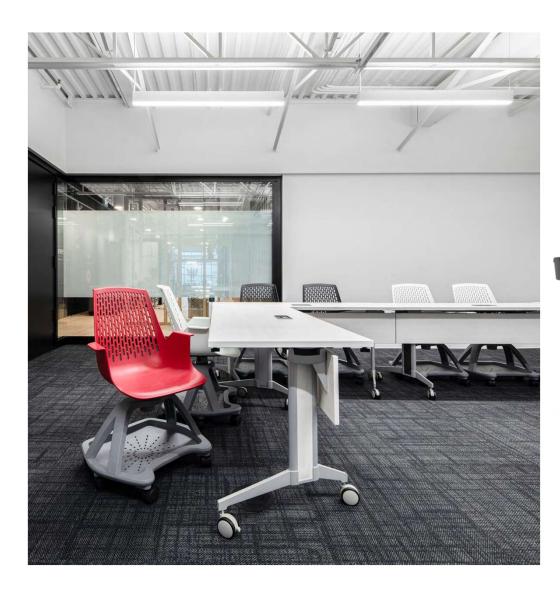






Genius Educational Seating

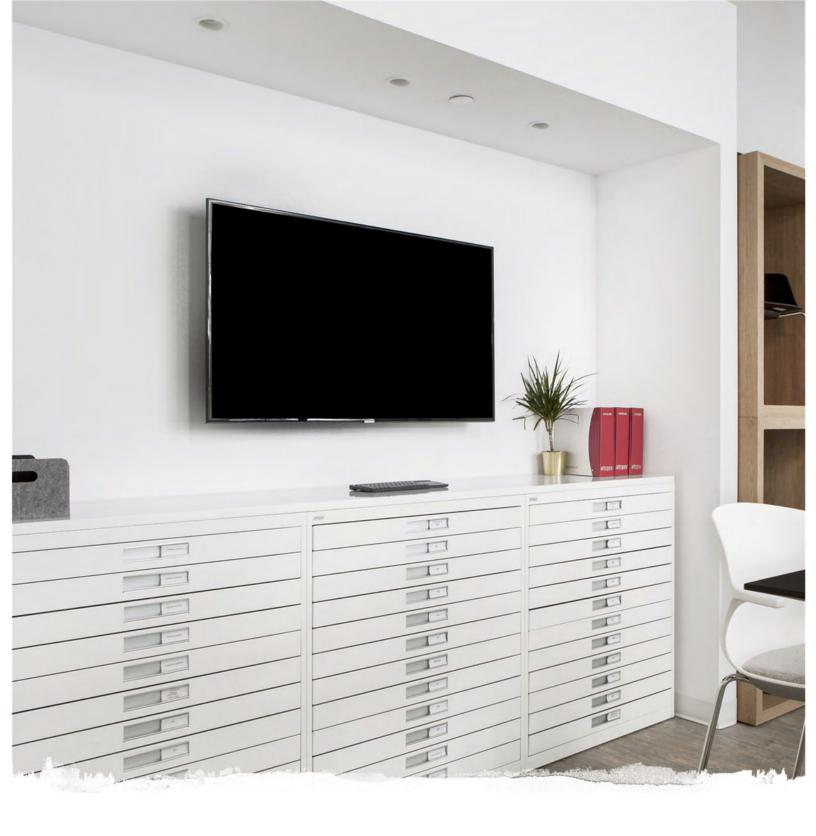
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Metal Storage

Metal Storage









Pedestals



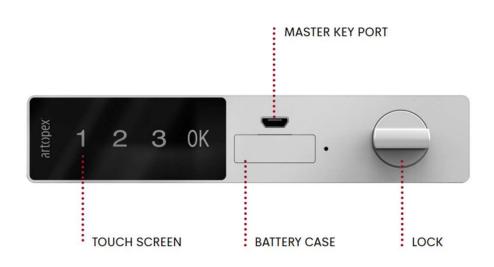




Compact Pedestals

Noki

A simple and efficient security system





Mute Box

Mute Box

Collab



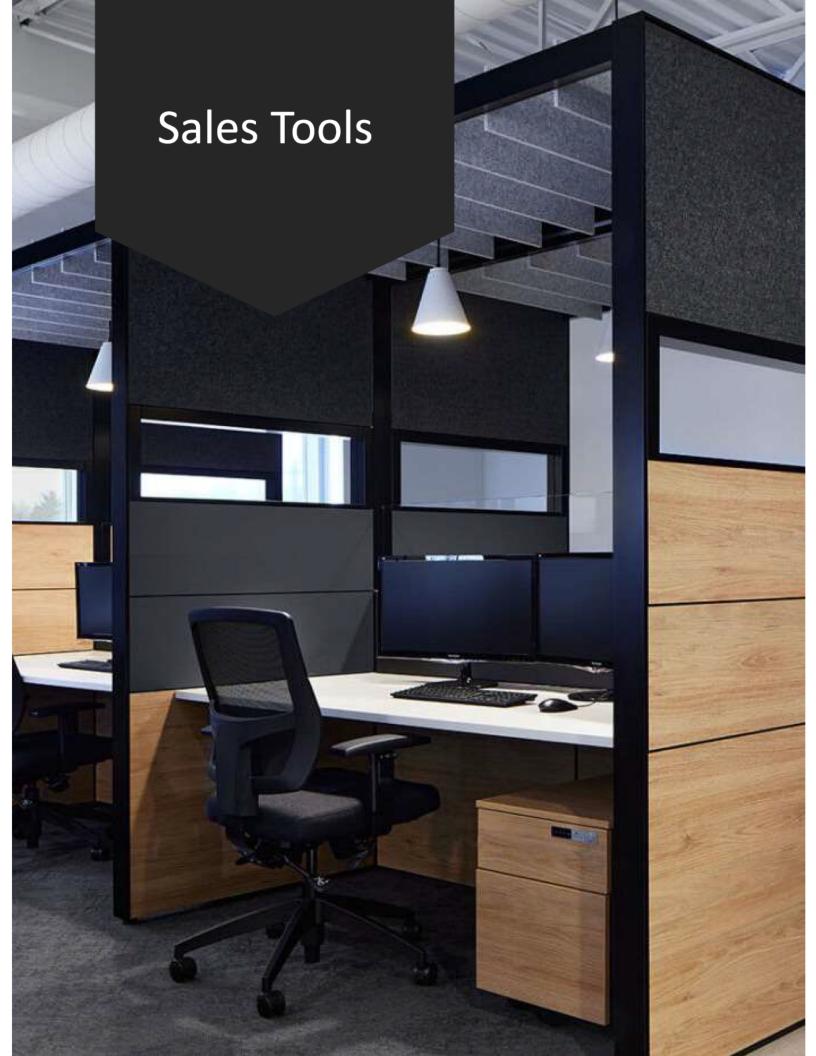


Solo

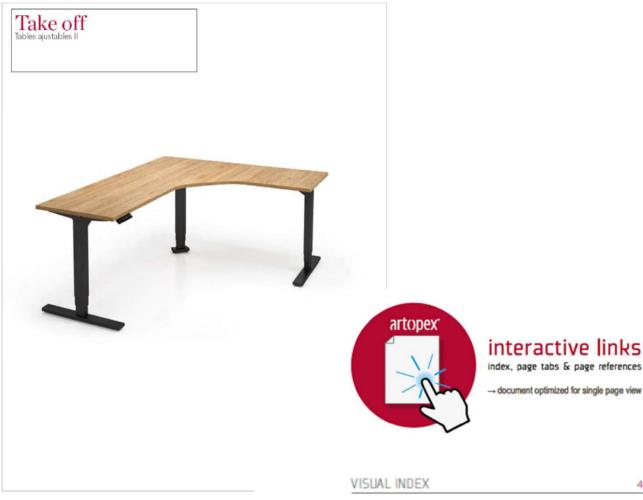
Private office







Interactive Price Lists



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Artopex publishes catalog content online for thousands of dealers and designers who use 2020's professional interior design applications.

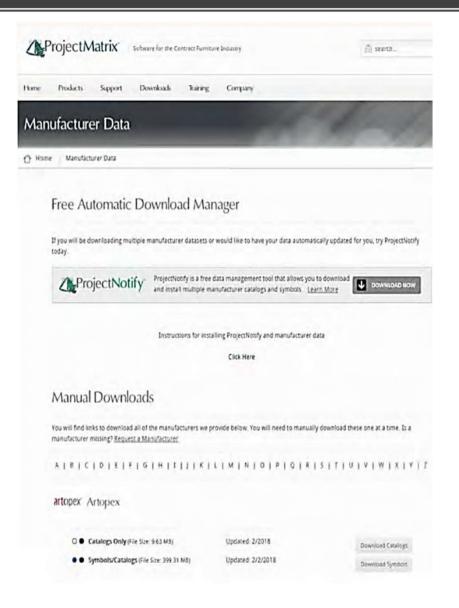
The 2020 Accredited manufacturer logo together with the 2020 Certified Content logo give the assurance that their catalog(s) are of the highest quality.

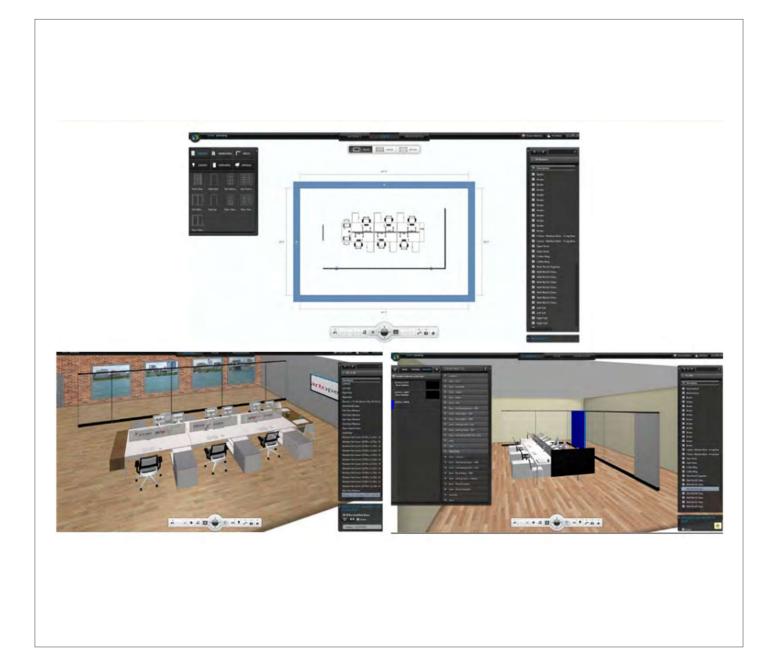




Complete 2020 Catalog

Project Matrix

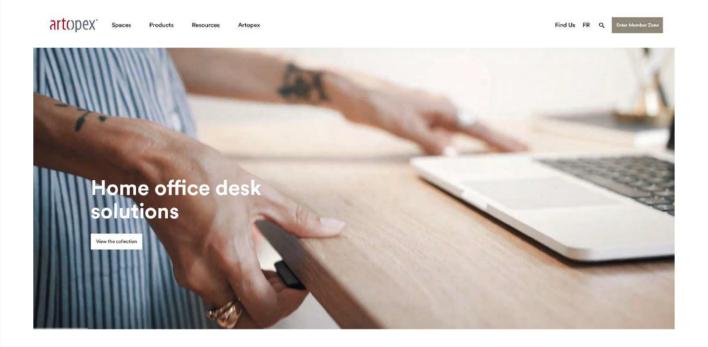




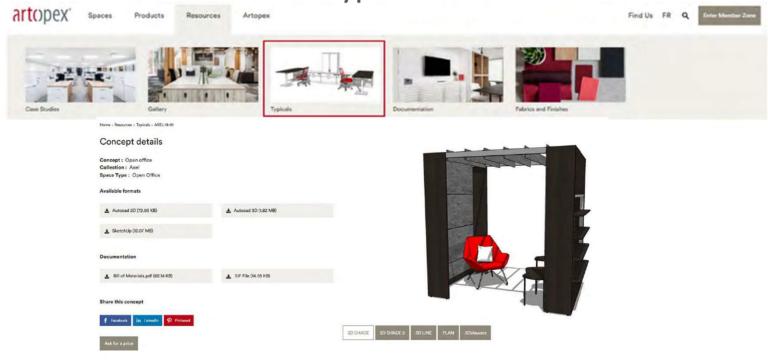
Visual impression suite for color renderings

artonex

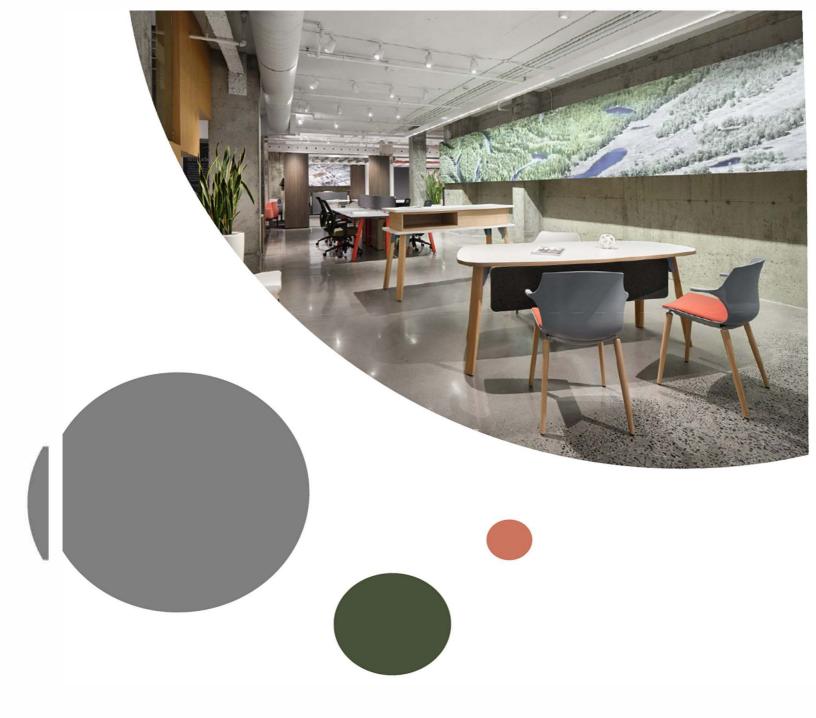
Artopex.com



Typicals



The Art and the Purpose Artopex and Inspiration Guide



CJCIGHAIT

University of Kentucky

Lexington, KY, 40506-0005 Michael Guyette (Mike.Guyette@uky.edu) (859) 257-1024

Supply furniture, delivery & installation Total: \$327 095.42 for 2022 ongoing contract

Township High School District 211

1750 S Roselle Rd Palatine, IL, 60067 Debbie Stanbary (847) 755-6600

Supply furniture, delivery & installation Total: \$3 669.75 for order in 2020

River Trails School District 26

(River Trails Early Learning Center) 805 Burnng Bush Lane Mt. Prospect, IL, 60056 Lyndi Schuster (847) 297-4120

Supply furniture, delivery, installation Total: \$21 436.45 for order in 2020

Queen Bee School District 16

1560 Bloomngdale Rd, Door 12 Glendale Hts, IL, 60139 Linda Alcalde (630) 260-6100

Supply Furniture, delivery & installation Total: \$11 844 for orders in 2020

Riverton City Corporation

12830 South 1700 West Riverton, UT, 84065 (801) 254-0704

Supply furniture, delivery & installation Total: \$5 364.96 for order in 2020

University of Texas at San Antonio

One UTSA Circle San Antonio, TX, 78249 Iselda Rodriguez (210) 458-7133

Supply furniture, delivery & installation Total: \$6 799.20 for order in 2022

McHenry Comm. High School

(McHenry West Campus) 4724 W Crystal Lake Rd McHenry, IL, 60050 Andrea Kells (815) 385-7077

Supply furniture, delivery & installation Total: \$32 567.52 for order in 2021

Westview School

543 N. Wood Dale Rd. Wood Dale, IL, 60191 Gustavo Gonzalez (630) 595-9510

Supply furniture, delivery & installation Total: \$16 102.45 for order in 2020

Kildeer Countryside School District 96

Sam Miranda (847) 353-8500

Supply furniture, delivery & installation Total: \$46 567.15 for multiple orders in 2020

Lehi City Corportation

153 North 100 East Lehi, UT, 84043

Supply Furniture, delivery & installation Total: \$9 035.55 for multiple orders in 2020

River Trails School District 26

(Euclid Elementary School) 1900 East Kensington Rd Mt. Prospect, IL, 60056 Karen Daly (847) 259-3303

Supply furniture, delivery & installation Total: \$5 672.45 for order in 2021

City of Pharr

118 S. Cage Blvd Pharr, TX, 78577 Samantha Guzman

Supply furniture, delivery & installation Total: \$41 597.20 for order in 2022

Texas A&M University Corpus Christi

6300 Ocean Drive, Unit 5733 Corpus Christi, TX, 78412 Deanna Crites (361) 825-5717

Supply furniture, delivery & installation Total: \$17 134.47 for order in 2022

Kildeer Countryside School District 96

Sam Miranda (847) 353-8500

Supply furniture, delivery & installation Total: \$10 276.35 for order in 2022

Kenilworth School District no. 38

(Joseph Sears School) 542 Abbotsfrod Road Kenilworth, IL, 60043 Lisa Hattula (630) 694-8800

Supply furniture, delivery & installation Total: \$18 016.60 for order in 2022

Skokie - Morton Grove School District 69

5050 Madison Street Skokie, IL, 60077

Supply furniture, delivery & installation Total: \$20 423.90 for order in 2022

Elmhurst Community Unit School District 205

162 South York Elmhurst, IL, 60126 Todd Schmidt (630) 617-2319

Supply furniture, delivery & installation Total: \$6866.65 for order in 2022

Wood Dale School District 7

543 N. Wood Dale Rd. Wood Dale, IL, 60191 Gustavo Gonzalez (630) 595-9510

Supply furniture, delivery & installation Total: \$6 996.50 for order in 2022

Community Consolidated School District 15

580 N First Bank Drive Palatine, IL, 60067 Diana McCluskey (847) 963-3000

Supply furniture, delivery & installation Total: \$62 782.65 for multiple orders in 2022



TAB 7

Duns# 249542820

To Whom it may concern,

Artopex Inc, is proposing the following discount structure for the RFP #04-23 for the new Instructional and Educational Resources contract.

Discount of list offered for every collection on the contract: 55% Our standard delivery terms are applicable on orders

Standard freight policy terms are as follows: (see attached freight program for complete information)

- FOB Destination, Prepaid & Charge as per Artopex
- Regular freight charge policy (excludes small Package carrier, if applicable)
- Dock Delivered

Contract Manager can be reached at the following from Monday to Friday from 8am to 5pm EST.

Genevieve Guenette
US Sales Assistant
1 (800) 378-0189 extension 3097
ussalessupport@artopex.com





TAB 8

Artopex inc. is a lot more than a manufacturer, it's a partner! With our network of over 300 dealers, we offer a lot more than office furniture.

From the initial request to the complete satisfaction of your customer, we will support you!

IDENTIFY THE NEED

The right product for the right need!

Our network and Artopex team can assist your customer to select the right products for their needs. This can be done either on site or virtually. We will help evaluate and propose different products to best serve the customers needs.

We have a large selection of standard products which can respond to practically all your office furniture requests. This selection allows customers to have access to different types of furniture styles and a large variety of colors and finishes.

SPECIAL FURNITURE

Artopex is very versatile when needed or requested. We have an entire dedicated team working to provide the most adequate custom furniture for the perfect fit in your layout. Artopex will provide a special part number and price in a timely manner.

DESIGN FROM A TO Z

Artopex also can provide design services from our CAD team to assist and make all the necessary plans, drawings and renderings that may be necessary for your projects. They will also assist with placing the selected products into your space. This will allow a better visualisation of the overall design and to ensure that everything will fit well together.

If needed, our CAD designer will revise the plan or provide a second option for comparison.

Once the needs are established and options are selected, our team will also provide a listing reflecting the products from the plans and/or renderings they have provided.

DOCUMENTATION FOR QUOTATION

Artopex also has a dedicated sales support team that can assist if your customer needs some specific documentation or certifications regarding our products during the process of a quotation or bid.

LOGISTICS

Artopex will make sure to coordinate all the logistics with your customer for the delivery of the products in a timely manner.

INSTALLATION

Our large network of furniture dealers is fully approved and supported by Artopex for day-to-day installation of projects.

If needed, we can coordinate by sending a factory installation team to handle and overlook the installation of your project. We have done this in the past for some larger projects.



DEFICIENCY

Unfortunately, some deficiencies may occur during the installation of the products. In the eventuality that this may happen, we have a fast-track after sales team to help with the re-ordering or replacement of missing or damaged parts so that your projects can be completed as quickly as possible.

AFTER SALES SUPPORT

Artopex always stands behind their product and our strong warranty policy is there to prove this. We have an entire team in place to respond within a timely manner to your requests. We simply require that an order and part number as well as pictures showing the problem be provided, for us to organise and resolve the issue.

We have an online form that can be filled out and returned directly to our after sales support team with your request to ensure that they have all the required information to process the claim.

ARTOPEX ACADEMY

Artopex supports its network with dedicated personnel for ongoing training. Our dealers and sales representatives are invited to join online webinars and training sessions to familiarise themselves with our multiple collections and design possibilities.

We also have regular newsletters to keep the customers and designers on top of our latest updates on products and new collections.

CUSTOMER SUPPORT

Artopex can rely on a strong team to support our customers and/or our dealers at all different stages of the selling process. We take pride that our entire team is well trained and knows our products and contracts as well they can also rely on an internal support system for any type of questions that your customer may have.

TECHNICAL SUPPORT

Artopex also has a very knowledgeable R&D team that is always ready to help and support our customers and dealers when needed.

CONTINUED IMPROVEMENT

Twice a year Artopex launches new products and enhanced features on our collections. By doing so, we are supporting our customers by keeping them focused on the latest technologies and designs available for their office furniture projects.





тав 9

TAB 9 REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- 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.
- o 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.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), 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.

CONTRACTOR REQUIRMENTS

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.

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) <u>Equal Employment Opportunity</u>. 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. <u>Disabilities</u>. 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. <u>Segregated Facilities</u>. 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) <u>DBE Program</u>. 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 me

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 me 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.

FEDERAL REQUIRED SIGNATURES

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	Artopex inc.		
Address	800 Vadnais		
City/State/Zip	Granby, Quebec, Canada J2J 1A7		
Authorized Signature	Audrey Gagnon Digitally signed by Audrey Gagnon DN: cn=Audrey Gagnon, c=CA, o=Artopex, email=a,gagnon@artopex.com Date: 2023.03,23 11:10:45 - 04'00'		
	22/03/2023		
Date			

ANTITRUST CERTIFICATION STATEMENTS TEXAS 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	Artopex inc.		
Address	800 Vadnais		
City/State/Zip	Granby, Quebec, Canada, J2J 1A7		
Telephone Number	(450) 378-0189		
Fax Number			
Email Address	salessupport@artopex.com		
Printed Name	Audrey Gagnon		
Title	Administrative agent, major accounts		
Authorized Signature	Audrey Gagnon	Digitally signed by Audrey Gagnon DN: cn=Audrey Gagnon, c=CA, o=Artopex, email=a.gagnon@artopex.com Date: 2023,03,23 11:10:17 -04'00'	
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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

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