

LEGISLATIVE TRACKING FORMFiling for Council Meeting Date: 08/19/25

Resolution



Ordinance

Contact/Prepared By: _____

Date Prepared: _____

Title (Caption): A resolution accepting the terms of a cooperative purchasing master agreement with Trinity Furniture, Inc., forthe purchase of furniture for the Department of General Services.Submitted to Planning Commission? ☐ N/A ☐ Yes-Date: _____ Proposal No: _____

Proposing Department: _____ Requested By: _____

Affected Department(s): _____ Affected Council District(s): _____

Legislative Category (check one):

- | | | |
|---|--|--|
| ☐ Bonds | ☐ Contract Approval | ☐ Intergovernmental Agreement |
| ☐ Budget - Pay Plan | ☐ Donation | ☐ Lease |
| ☐ Budget - 4% | ☐ Easement Abandonment | ☐ Maps |
| ☐ Capital Improvements | ☐ Easement Accept/Acquisition | ☐ Master List A&E |
| ☐ Capital Outlay Notes | ☐ Grant | ☐ Settlement of Claims/Lawsuits |
| ☐ Code Amendment | ☐ Grant Application | ☐ Street/Highway Improvements |
| ☐ Condemnation | ☐ Improvement Acc. | ☐ Other: _____ |

FINANCE Amount +/-: \$ _____
Funding Source:

- ☐ Capital Improvement Budget
- ☐ Capital Outlay Notes
- ☐ Departmental/Agency Budget
- ☐ Funds to Metro
- ☐ General Obligation Bonds
- ☐ Grant
- ☐ Increased Revenue Sources

Match: \$ _____

- ☐ Judgments and Losses
- ☐ Local Government Investment Project
- ☐ Revenue Bonds
- ☐ Self-Insured Liability
- ☐ Solid Waste Reserve
- ☐ Unappropriated Fund Balance
- ☐ 4% Fund

Other: _____ 7/31/2025 | 4:24 PM CDT

Date to Finance Director's Office: _____

APPROVED BY**FINANCE DIRECTOR'S OFFICE:** Jennine RedmyerApproved by OMB: Elizabeth Jefferson

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ Date: _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk
☐ All Dept. Signatures
 ☐ Copies
 ☐ Backing
 ☐ Legislative Summary
 ☐ Settlement Memo
 ☐ Clerk Letter
 ☐ Ready to File

Department of Law – White Copy

Administration –Yellow Copy

Finance Department - Pink Copy

Resolution No. _____

A resolution accepting the terms of a cooperative purchasing master agreement with Trinity Furniture, Inc., for the purchase of furniture for the Department of General Services.

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows the Metropolitan Government of Nashville and Davidson County ("Metro") to participate in a cooperative purchasing agreement for the procurement of any goods, supplies, services, or equipment with one or more governmental entities outside this state; and,

WHEREAS, Tennessee Code Annotated § 12-3-1205(b) allows Metro to participate in an out-of-state master agreement by adopting a resolution accepting the terms of the master agreement; and,

WHEREAS, the Purchasing Agent desires to participate in the master agreement between Region 14 Education Service Center, a state of Texas governmental entity, and Trinity Furniture, Inc.; and,

WHEREAS, this master agreement was requested by the Department of General Services but is available to all Metro departments to utilize; and,

WHEREAS, approval of the master agreement is in the best interest of the citizens of the Metropolitan Government of Nashville and Davidson County.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That the master agreement Region 14 Education Service Center, a state of Texas governmental entity, and Trinity Furniture, Inc., a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:

Dennis Rowland
Dennis Rowland
Purchasing Agent

INTRODUCED BY:

APPROVED AS TO AVAILABILITY
OF FUNDS:

Jenneen Reed/mjw
Jenneen Reed, Director
Department of Finance

Member(s) of Council

APPROVED AS TO FORM AND
LEGALITY:

Jesse V. O'Leary-Murphy

Assistant Metropolitan Attorney

Cantlon, Judy (Finance - Contract Compliance)

From: General Services Department <noreply@formresponse.com>
Sent: Monday, July 14, 2025 10:12 AM
To: Finance – Procurement Resource Group
Subject: Re: Cooperative Request Form - General Services Department

Categories: Judy

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Cooperative Request Form

What is your name?	Ava Elsaghir
What is your department?	General Services Department
What is your email address?	Ava.Elsaghir@Nashville.gov
What is your phone number?	(615) 930-6049
In addition to your department, will other Metro departments be utilizing this cooperative?	Yes.
If other Metro departments will be utilizing this cooperative, list them here:	Possibly Metro water and Library
How much do you estimate spending on this cooperative contract?	\$1,000,000.00
Why is this a sole source?	Cooperative - Omnia.

Who is the supplier?	Region 14 ESC- TX
Who is the supplier?	Trinity Furniture, Inc.
Is the supplier registered in iSupplier?	No.
If yes, what is the supplier's ISN?	Working on registering the supplier
What is the contract number?	07-126
When did the contract start?	09-01-2022
When does the contract end?	09-30-2026
What was the solicitation method for this contract?	RFP - Request for Proposal.
What is the good/service that this cooperative will be utilized to purchase?	Trinity Furniture brand
Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?	It's unlikely that Metro as a single entity can obtain discounts as provided in this Cooperative
Upload the original contract from the lead agency.	Trinity_Response-General Terms and conditions.pdf Official Signed Contract.pdf Trinity_Award_Letter.pdf 07-126 Trinity RL 2025.04.15-renewal through 09-30-2026.pdf
Does the contract contain any good/service relative to surveillance as described in MCL 13.08.080?	No.
This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.	Yes.

I accept the terms of this contract without exception. Yes.

Upload the formal solicitation (RFP/ITB) from the lead agency. [RFP - Furniture.pdf](#)
[Proof of Publication-a.pdf](#)
[Furniture Evaluation.pdf](#)

This solicitation was advertised, open, and unrestricted. Yes.

I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request. Yes

I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request. Yes

You can [edit this submission](#) and [view all your submissions](#) easily.

Attachments: Because the total size is more than **10MB** the uploads are not attached.



Cooperative Request Review

This cooperative request for **furniture from Trinity Furniture Solutions via Omnia contract 07-126** is recommended for approval.

The anticipated project value is **\$1,000,000.00**. The estimated savings to Metro via this cooperative is **\$565,071.00**.

The cooperative was requested by **General Services**; use will be available to all Metro entities.

Council approval of the master agreement is required.

Legal Justification

T.C.A. § 12-3-1205 & MCL 4.12.093 authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by Omnia; the lead agency is Region 14 – Education Service Center. Region 14 – Education Service Center is a public institution in Texas that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 70 offers**.

Regulatory Justification

R4.12.090.05 of the regulations to the procurement code authorize Metro to participate in cooperative purchasing agreements with other local governments for the purchase of supplies, services, or construction.

For this request the cooperative purchasing agreement is for supplies and products. This meets the standard as defined by the regulations.

Value Justification

It is unlikely that Metro, as a single government entity, will obtain better value through competitive solicitation. That is because the pricing in this cooperative purchase agreement (**55% off MSRP**) leverages both the scale of Omnia membership and the competition of 70 offers.

Further, a competitive solicitation for this good/service would require an estimated 139 hours of staff time valued at approximately \$17,457.00. Utilization of this cooperative will require 19 hours of staff time valued at approximately \$2,386.00. **A total savings (discount + staff time) of \$565,071.00.**

Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. However, Trinity Furniture Solutions is certified as a Woman-Owned Small Business (WOSB) by the US Small Business Administration, a recognized certifying entity for Metro Government.

Prepared by Zak Kelley
07/14/2025



Cooperative Request Signature Form

Co-Op Request Number	c2026022
Date Received	July 14, 2025

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland
Dennis Rowland
Purchasing Agent & Chief Procurement Officer

7/14/2025 | 11:23 AM CDT
Date Signed



Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Safety

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

◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

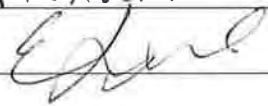
Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Trinity Furniture, Inc.
Address	6089 Kennedy Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475 0037
Email address	Sales @ Trinityfurniture.com
Printed name	Evan Lagueruela
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-126, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

♦ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

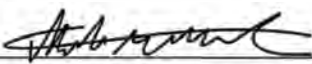
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: September 1, 2022

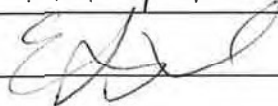
Vendor:

Trinity Furniture, Inc.

Name: Evan Lagueruela

Title: President

Address: 6084 Kennedy Rd
Trinity NC 27370

Signature: 

Date: 7/20/22

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- | | |
|---|---|
| ☐ American Samoa | ☐ Northern Mariana Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

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

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

- **Minority / Women Business Enterprise**
 - Respondent Certifies that this firm is a M/WBE ☒
- **Historically Underutilized Business**
 - Respondent Certifies that this firm is a HUB ☒

◆ **Residency**

- Responding Company's principal place of business is in the city of Trinity, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- ☐ A publically held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

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

◆ **Distribution Channel**

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

- | | |
|---|--|
| ☒ Manufacturer Direct | ☐ Certified education/government reseller |
| ☐ Authorized Distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:

- **Sales Reports / Accounts Payable**

Contact Person: Kelly Smith

Title: Accounting

Company: Trinity Furniture, Inc.

Address: 6079 Kennedy Rd

City: Trinity

State: NC

Zip: 27370

Phone: (336) 472-6666

Email: Sales @ Trinityfurniture.com

▪ Purchase Orders

Contact Person: Angie Wellborn
 Title: Inside Sales / Office Manager
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470-6660 Email: Sales@TrinityFurniture.com

▪ Sales and Marketing

Contact Person: Evon Lagueruela
 Title: President
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470-6660 Email: Sales@TrinityFurniture.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4	VENDOR PROFILE
REGISTERED NAME	Trinity Furniture, Inc.
Company History:	Attached below
NCPA Price List Discount	55% off
Freight Terms	Freight Additional - Quoted per Order
Dunn &Bradstreet #	11-598-8651
Organizational Chart	Attached below
Corporate Office	Attached below
Std Payment Terms	NET 30, credit reviewed upon receipt of order
Competition	KI, OFS, Davis, National, IOA, Kimball, HPFI

WHAT DIFFERENTIATES TRINITY FROM COMPETITORS	Our Facelift line carries a lifetime warranty. Each Facelift product has removeable covers & an antimicrobial moisture barrier covering the interior. this combined with all Facelift products carrying removeable & replaceable components make field fixes much easier. In addition all upholstery & frame construction is made totally in house in our NC manufacturing facility. This allows us to make changes quickly & keep our prices competitive as well.
HOW WE WILL MARKET IF AWARDED	Upon receipt of reward, we will market to our reps first. We have had many reps request us to join NCPA due to it's use by end users Those reps will find out immediately that this contract can be used as a selling medium. From there, we will inform our other reps the positives of using this selling medium for their end users. All information about the contract will be uploaded to our website to make it known and obvious that our customers can purchase from this. In addition, we will utilize a social media & marketing blast to put the award receipt out to our customers that we have the contract. This would allow for a double emphasis from our sales team & end users to make everyone aware of it's availability.
INTRODUCE NCPA TO OUR COMPANY	Monthly sales meetings with representatives to introduce NCPA, Monthly newsletter updates, scheduled email blasts for awareness of contract
Describe your firm's capabilities and functionality of your on-line catalog/ordering website	Trinity Furniture has a full upholstery and woodworking shop in house. This includes, frame, CNC, sanding, finishing, sewing, & upholstery all in house under one roof. This allows quality to be monitored totally and changes to be made easily during the process. Trinity has a long history with government and education contract grade furniture that goes back to 1984. Our website is very user friendly and shows all current product easily. Purchase orders are emailed to our sales@trinityfurniture.com email.
Describe your company's Customer Service Department (hours, number of service)	Service hours are 8-5 Monday - Friday. We have a team of 5 to answer any calls and assist as needed
Green Initiatives	Trinity is BIFMA Level 1 certified. We were one of the first companies to receive certification under this program and that is because many of the requirements were already being completed in our plant. Trinity's product is all field replaceable making it very applicable on the green side. In addition, Trinity has the follow policies that back up the green iniative in everyday production: -Design for environment policy -Design for durability, repair, retrofit, remanufacturing & recycling -Take back program -Responsible packaging program -Corporate energy policy (all of these policies are attached below)
Anti-Discrimination Policy	Attached below
Vendor Certifications WBE	Attached below

T R I N I T Y

Company History

In the fall of 1983, Jorge & Debi Lagueruela and their neighbor, John Brown Kennedy, had a porch side chat about combining their talents. This led to the creation of Trinity Furniture the following Spring. Originally targeting government business, Trinity has manufactured furniture for the highest levels of government including the House of Representatives, Senate, and U.S. military bases all over the world.

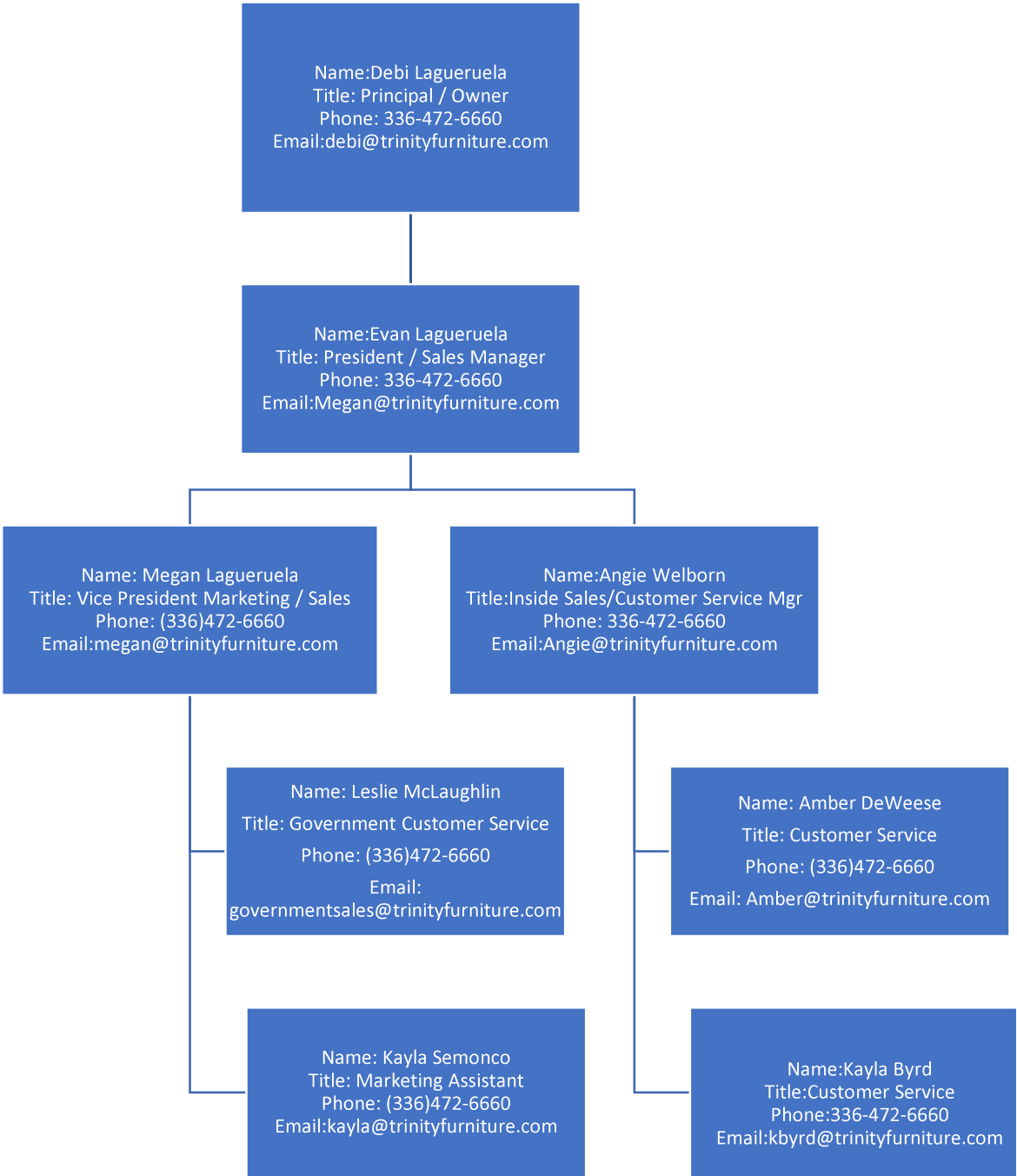


After John Kennedy's retirement in 2003, ownership shifted to combine Jorge's sales experience and Debi's administration to help the company grow at a rapid pace. This included an expansion into healthcare and educational furniture.

Today, almost the entirety of Trinity's products, frames, and components are manufactured in-house in Trinity, North Carolina. The current 100,000 square foot facility is still in its original location (with several additions over the years). By producing quality furniture for the government, healthcare, education, and corporate market segments, Trinity is able to provide for virtually any commercial furniture need.

In 2020, Jorge & Debi's son, Evan Lagueruela, transitioned to President of Trinity Furniture. After Jorge's passing in late 2021, the Lagueruela family centered on the goal of honoring Jorge's legacy while maintaining a focus on growth and inclusion. The Lagueruela's are proud to continue their work together with the employees of Trinity Furniture where second-generation workers are more common than not.

Trinity Furniture, Inc. Organizational Chart



TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 Phone 336-472-6660 Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Who's who @ Trinity Furniture

Principal/Owner

Debi Lagueruela 336-472-6660 debi@trinityfurniture.com

President

Evan Lagueruela 336.472.6660 x 202 evan@trinityfurniture.com

Vice President Marketing/Sales

Megan Lagueruela 336-472-6660 megan@trinityfurniture.com

Designer

David Williams 336.472.6660 sales@trinityfurniture.com

Accounts Receivable / Commissions

Kelly Smith 336.472.6660 x 206 kelly@trinityfurniture.com

Purchasing Manager

Jon Abernathy 336.472.6660 x 204 jon@trinityfurniture.com

Office Manager/Inside Sales

Angie Welborn 336.472.6660 x 205 awelborn@trinityfurniture.com

Customer Service

Amber DeWeese 336.472.6660 x 215 amber@trinityfurniture.com

Kayla Byrd 336.472.6660 kbyrd@trinityfurniture.com

Government Customer Service / Bills of Material

Leslie McLaughlin 336.472.6660 x 209 leslie@trinityfurniture.com

Graphics / Website

Jonathan Collins 336.472.6660 x 207 jonathan@trinityfurniture.com

Interior Design

Kayla Semonco 336.472.6660 x 208 kayla@trinityfurniture.com



Intertek does hereby certify that an independent assessment has been conducted on behalf of

TRINITY FURNITURE, INC.

Certificate: 104272633GRR-010a
Certificate Issued: 31 August 2020

Initial Certification Date: 5 August 2020
Certificate Valid Until: 5 August 2023

Applicant Address: 6089 Kennedy Rd.
Trinity, NC USA

Product Category: Seating

Product Details: See Appendix

Conformance Criteria: BIFMA e3- 2019 Furniture Sustainability Standard for LEVEL® 1 Certification

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

B. J. Kull

Brian Kneibel
Certification Manager
11 June 2020



This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

Intertek Testing Services NA, Inc.

SFT-BIFMA -OP-19kj BIFMA e3 Level One Certificate



Certificate Appendix

TRINITY FURNITURE, INC.

Certificate Number: 104272633GRR-010a

Product Subcategory	Executive, Guest/ Side, Lounge, Patient Room, Stacking
Model Name(s)	Cilo, Classic, Conrad, Crawford, Edge, Facelift Evolve, Facelift Fair & Square, Facelift Polliwogs, Facelift Prime, Facelift Replay, Facelift Revival, Facelift Serpentine, Facelift Tuxedo, Facelift Twist, Langton, Luci Guci, Quads, Radcliffe Square, Savoye, Steel, Swerve, Traditional, Vroom, Zee, Ziggy.
Product Restrictions	None

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DESIGN FOR ENVIRONMENT POLICY

Overview:

Our design directive required that each of the furniture components could be easily serviced onsite. This ensures that clean, hygienic seating is always possible during the seating's lifecycle; and that the furniture components could be easily replaced, reused or recycled.

Functionality:

With minimal effort and without upholstering skills, all of the upholstery covers, including the arm, seat, back, outside back, and the entirety of the frame components can be replaced and serviced. An antimicrobial moisture barrier encapsulates the seat, back and arm urethane foam cushioning. Traditional cleaning services can perform all the maintenance necessary. All of the upholstery covers can be replaced without disassembling the frame components during remodeling or refurbishing. Wood, urethane or urethane arm caps are standard options which can be removed and replaced when desired. Custom seat modules in 1" increments up to widths of 48" are possible. Custom arm heights are also possible.

Quality / Durability:

The frame construction utilizes panel-to-panel construction, with components fastened around a steel inner frame. This process is a more typical method used in the manufacturing of case goods and open plan office systems. It capitalizes on increased adaptability from using standardized modular components. This method of construction greatly reduces the problems associated with "built-up" frames that are difficult to modify, and allows for easy customization when needed. A simple Allen-head screwdriver is the only tool necessary for disassembly. Facelift is covered by a lifetime warranty

Renewable materials

The Facelift line has been designed in a way that totally incorporates the idea of renewable materials. Each component can be replaced, recycled or reused which ensures that clean, hygienic seating is always possible and available regardless of the circumstances.

All of the polyurethane foam seat and back cushioning is protected from contamination by being totally encapsulated in an antimicrobial moisture barrier before being slipped into the outer fabric covering. It is attached to the furniture with Velcro fasteners and can be removed / replaced easily. The metal seat suspension system is composed of two parts; the tubular

metal seat structural frame and the strap webbing. The structural frame is fashioned from 1” sq. 16ga. tubing and 1” angle iron and is attached to the plywood frame members with machine screws and T-nuts, which allows for removal / replacement.

The strap webbing is designed to be attached to the structural frame with metal clips that fit into holes located along the perimeter of the frame. The straps can be individually removed / replaced easily.

The arm and back components are manufactured from ¾” FSC Certified hardwood plywood or FSC certified solid maple or cherry hardwood, relative to the style offered. These components are attached to the structural frame and to each other with machine screws and T-nuts to facilitate removal / replacement. When arm and back components require polyurethane cushioning; they are encapsulated in an antimicrobial barrier to guard against irrevocable soiling. These components can then be reused.

The upholstery is designed to be attached to the seating units through a Velcro fastening system so that when covers are soiled or damaged, they can be removed / replaced easily. Certain textiles are offered for upholstery that can be washed and dried when soiled and then replaced onto the seating unit.

Recycled materials

The design of the product is centered on the desire for these components to be fabricated from recycled materials. We have documented elsewhere in this submittal a spreadsheet that verifies the very high percentage of recycled materials used.

Another major factor in the design process was incorporating the ability to supplant any existing component with a newer one that was deemed to be more environmentally friendly. This feature allows for the retrofit of greener materials within a seating product at any time during its lifecycle.

The design of the product is centered on the ability for each manufactured component to be recycled. We also design...

- By evaluating the human health & environmental impacts of its processes and products.
- By reducing the use & release of toxic chemicals through the innovation of cleaner technologies that use safer chemicals.
- By implementing pollution prevention, energy efficiency & other resource conservation measures
- By making products that can be reused, refurbished, remanufactured or recycled.
- By monitoring the environmental impact & costs associated with each product or process.

End of life management

As seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during

the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

Water management and energy efficiency

Water is not used at all in the manufacturing process.

The company has set a goal of reducing energy use by 5% yearly in comparison to the baseline.

Products are designed in such a way to require a minimum amount of energy or fuel in the production process.

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Design for Durability, Repair, Retrofit, Remanufacturing, Recycling

Trinity Furniture's complete furniture product line has been tested to exceed American National Standard Institute and Business and Institutional Furniture Manufacture's Association (ANSI/BIFMA) cyclic durability tests. These testing methods measure the ability of furniture to withstand repeated pounding, pulling and dropping to simulate wear and tear on the various types of furniture. The furniture's strength and durability are tested by varying applied weights from one to 300,000 cycles. These cycles are applied by a set rate per minute which pushes the furniture to extreme conditions. Through years of testing, Trinity Furniture has gained knowledge on construction techniques to better withstand load stress under the various types needed by the furniture's job requirements.

Due to the design and construction of Trinity Furniture products, repair, replacement and re-upholstery of damaged components can be easily done. On all conventionally constructed frames, components are modular and replaceable, held in place by metal to metal fasteners. Arms, leg and some back members can be removed and reupholstered and easily reassembled. On all hybrid constructed frames (metal inner frame and wood) components are also held in place by metal to metal fasteners. In addition, all foam is encapsulated by an anti-microbial moisture barrier to further protect the foam and inner frame. Upholstery is held securely in place by Velcro-hook and loop fastening tape. In this manner, any upholstery covers that are damaged or need replacing can easily be removed and replaced.

Disassembly instructions are available upon request.

When an item is needed for replacing, customers can refer to our Price list, website: www.TrinityFurniture.com , email: Sales@TrinityFurniture.com or contact us at (336) 472-6660.

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Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

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Corporate Energy Policy

Scope: This policy pertains to all activities of Trinity Furniture that consume, or have an influence on the consumption of, energy within our operations and business processes worldwide.

Trinity Furniture believes:

- Everyone in our company shares the responsibility for protecting the environment and its natural resources.
- We must be committed to the comprehensive management of energy within our facilities and processes.

We will:

- Act to minimize enterprise energy usage, emissions and cost.
- Build a clear understanding of the end-to-end impact on our business of global energy market trends and build strategic plans accordingly.
- Develop a corporate culture of responsible management of energy by educating, involving and motivating our employees.
- Establish business unit-specific energy management strategies and plans.
- Actively seek and/or partner to develop alternative forms of generating energy for our processes.
- Share best practices for energy management amongst our business units. i.e. maintain our motion sensing lights being used wherever possible.
- Incorporate forward-looking energy considerations into our business decision making processes, particularly our capital process.
- Engage our Joint Venture partners, suppliers and customers to develop business processes that are more energy efficient.
- Remain in compliance with all relevant energy and environmental regulations.
- Review/track energy sources quarterly to confirm direction to remain consistently 5% below the baseline by year. We will also at this time re-evaluate our goals and revise them as needed.

Environmental Statement

Trinity Furniture, Inc. is committed to the preservation of our planet and the conservation of our natural resources. We gladly accept this responsibility and pledge that our efforts will not compromise our pursuit to manufacture the highest quality furniture possible. The following goals have been achieved in our attempts to protect our environment for future generations:

- Interior frames are made from recycled steel and/or 100% FSC Certified sustainable maple hardwood. We have implemented a “chain of custody” procedure to ensure compliance with FSC and/or SFI criteria and source wood from FSC and/or certified forests.
- Designing our product with consideration for sustainability, reuse or recycling is a fundamental part of our corporate strategy.
- Our exposed woods are never sourced from forests designated as being depleted.
- All sawdust generated by our wood fabrication is recycled and all off-fall wood is repurposed.
- All finishing materials meet or exceed EPA emission standards.
- We have installed energy efficient lighting in our finishing department reducing energy costs.
- Green foam is used where available densities and compression allow. All off fall foam is bagged and recycled by our foam vendor.
- Only recycled cotton batting is used during the upholstery process.
- Our packaging utilizes recycled components and after use all appropriate packaging materials are repurposed or recycled.
- A recycling cardboard program is stressed to our end users after the product is received.
- All aluminum cans and plastics are recycled through authorized vendors.
- Office paper and toner cartridges are recycled through authorized vendors.
- The EZ2 and Facelift Collections are designed and engineered with upholstery covers and frame components that can be easily removed and replaced on-site, achieving 100% renewability.
- Chrome free tanned leather is available for specification on all furniture styles.
- We recently added two (2) environmentally friendly fabric cards to the line specifically designed for the healthcare industry.
- New antimicrobial finish specifically formulated to inhibit the growth of bacteria and mildew.
- “Green” lumber is available for specification on all furniture styles, upon your request. Customer service will assist you with the minimum requirements necessary for ordering.
- We have achieved 20% energy and gasoline savings by restructuring our work week to 4 (10) hour days in lieu of the previous 5 (8) hour days. This not only saved the high start up energy cost in the plant but also saved on gasoline and transportation cost by adjusting the number of work days.
- We are committed to meet and try to exceed all applicable environmental rules and regulations.
- Company meetings are held to insure employee awareness and participation in minimizing environmental impacts.

- Corporate emphasis to our employees and vendors so as to minimize waste generated from the use of natural resources, chemicals and energy usages in the manufacturing process.
- We are committed to prevention of pollution and managing/tracking our progress on our environmental management system in our activities, products and services.
- BIFMA “LEVEL” certification is complete for the entire line

T R I N I T Y

NON-DISCRIMINATION/NO-HARASSMENT

Trinity Furniture is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment and discrimination have no place in the work environment. Trinity does not authorize and will not tolerate any form of harassment or discrimination based on the following factors:

Race, sex, national origin, color, religion, age, disability, or status in any group protected by federal, state, or local law.

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

Examples of “harassment” that are covered by this policy include offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee's race, sex, religion, color, national origin, age, disability, or other factor protected by law, which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person's job performance.



www.sba.gov/wosbready

Woman Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

6/23/2022

Debra Lagueruela

TRINITY FURNITURE, INC

PO Box 150

Trinity NC 27370

Dear Debra Lagueruela:

Congratulations! Your company has been certified as a Woman- Owned Small Business (WOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR)

Your Company's WOSB Program anniversary date is 4/20/2023.

In order to maintain your certification, your company is required to annually assist to meeting the WSOB Program requirements set forth in Title 13, Part 127 of the code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your company must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at beta.Certify.SBA.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be uploaded into the firm's profile within beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification on status to any other party including any local or State government contracting official or the Federal government or any of its contracting officials.

If you have any general questions regarding the WOSB program, you may submit them to the SBA via the help tab at <https://beta.certify.SBA.gov/help/> or check the SBA website, www.SBA.gov/wsobready

Again, congratulations!

Bibi Hidalgo

Associate Administrator

Office of Government Contracting

T R I N I T Y

FURNITURE CATEGORIES:

All below product categories are manufactured by Trinity Furniture, Inc. in its manufacturing facility in NC.

- Ancillary furniture products
- Auditoriums and theaters
- Cafeteria
- Classroom / educational / dormitory
- Conference or breakroom / training
- Healthcare / medical / therapy practices
- Lactation rooms and furniture pods
- Library
- Lounge / reception
- Office
- Seating / chairs
- Tables / meeting conference room
- Work stations

Warranty COMMERCIAL PRODUCTS

Does not include Facelift

Trinity Furniture warrants all products for ten (10) years against manufacturing and factory defects, excluding covering materials, under single shift service for the original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids the warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty is applicable only to those parts actually manufactured by Trinity Furniture Incorporated. For purchased parts, we will apply exactly the same warranty that is extended to us by our suppliers. Trinity Furniture shall not be liable for consequential or incidental damages arising from any product defects.

FACELIFT

Trinity warrants all Facelift products for the life of the product against manufacturing and factory defects, excluding covering materials, under normal single shift service for original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids this warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture, Inc. has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty if applicable only to those parts actually manufactured by Trinity Furniture, Incorporated. For purchased component parts, we will apply exactly the same warranty that is extended to us by our supplier. Trinity Furniture, Inc. shall not be liable for consequential or incidental damages arising from any product defect.

Continued...

T R I N I T Y

For Normal use Life Expectancy and replacement parts:

Facelift Products : Single shift service for original purchaser – lifetime warranty based on a depreciable lifetime.

Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Commercial Products: Single shift service for the original purchaser – 10 year life expectancy. Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Trinity has a take back program that is available for all product within its line. Please see below policy for reference.

TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 336-472-6660, Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

T R I N I T Y

Value added products & services

Trinity's biggest value-added proposition is the company's "Facelift" line. This line of furniture is built with public spaces first of mind. Every piece included in this collection has completely removable covers. This will allow the end user to change out in case of a stain or just switch out if a designer no longer likes the color scheme in a space. In addition, underneath the removable cover is an antimicrobial moisture barrier that is able to protect the piece from water, blood, vomit, or any other item that might fall onto it during its lifetime. The purpose is to make sure the core of the furniture can last multiple lifespans. Then it can be renewed for the end user at a much lower cost than the cost of new furniture. Lastly, Trinity's Facelift product has entirely replaceable components that allow the end user to replace anything on the piece in the field if needed. If a leg or an arm is destroyed by the public or a cleaning crew it can be replaced quickly & easily in the field. This is all backed by a lifetime warranty proving that Trinity stands behind their products.

Trinity has a long history of working in the public sector. Since 1986 Trinity has been producing soft seating & tables for the highest levels of the US federal government such as the US House of Representatives, the Senate, & US military bases all over the world. In addition to just Federal, Trinity's involvement with state and local contracts has helped to place our furniture in district courthouses & college's/universities all over the US. We are very proud of this and hope this shows the level of quality our team produces.

Because of the above our customer service team is readily able and willing to help from their history working in this environment. Our customer service team has over 50 years collectively working in furniture & has been exposed to just about any and every situation imaginable. If a question or problem arises our team will be available to help in any situation.

T R I N I T Y

Innovation

Recent innovation the company is proud of includes new product that was just launched. Trinity launched a recliner under the name “Ace” designed specifically for senior living. In the senior living environment cleaning is always an issue. We engineered a magnetic seat that can be lifted up to clean any debris that have dropped. Underneath the magnetic seat there is a fully encapsulated seat barrier that does not allow anything to fall through. This will allow the cleaning crew to come into rooms or lobby areas & just lift the seat and clean as needed every day. We made this recliner at the request of a certain facility and felt so great about the product we are launching commercially.

The Facelift product is not a recent innovation but when it was launched it was one of the first of its kind. We feel Trinity led the commercial contract furniture movement into replaceable cover pieces. It started when the company was working with a military base overseas and has expanded into public space and healthcare systems throughout the US. By designing every single Facelift piece to have completely removeable covers and completely removeable components the end user gets a product that can span multiple life spans. If a cover is torn or a leg is destroyed by someone in the field, the end user can easily call our customer service team and just replace what is needed instead of an entire chair.

Trinity works with all of the major fabric players in the contract industry. The sales reps for these companies keep us well informed of innovative new items and what will be coming out to change the industry.

For wood finishes, Trinity has a standard feature of an antimicrobial additive in all of its wood finishes. This is standard with no upcharge. Custom color requests are also no problem at all as Trinity works very close with its wood finish vendor. A custom color can typically be turned around in a few days.

Future innovation

Future innovation is something that is constantly going on in our factory. We have an inhouse designer who doubles as an engineer. We take advantage of this when customization comes into play. We are very quick to work with our customers on anything they need. We try to make it known that just because it isn't in our line package or isn't a specific dimension doesn't mean it is not something we can do. We constantly are altering dimensions on chairs at the request of our customers. This is possible due to everything being manufactured in house removing the middle man out of the equation.

Trinity is working with our finish supplier to enhance the wood finishes currently offered. Currently the wood finishes have a antimicrobial additive and we are working with our finish supplier on achieving an antibacterial additive as well. We are hopeful by the first of 2023 this will be available. This would be a major breakthrough for wood healthcare or public space furniture.

Trinity just launched its case goods line in 2021 and we see innovation being possible here as well. The line package started small but we are working every day with customers to find out what is needed. This has allowed us to pick and choose how the line will grow. By producing this in NC we are able to control what is needed and available. We feel if any facility runs into a need or problem, we can come up a solution quickly.

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror:

Trinity Furniture, Inc.

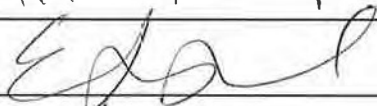
Address:

6089 Kennedy Rd.

City, State, Zip:

Trinity NC 27370

Authorized Signature:



Date:

6/17/22

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Trinity Furniture, Inc.

Print Name

Evan Lagueruela

Address

6089 Kennedy Rd.

City, State, Zip

Trinity NC 27370

Authorized signature



Date

6/17/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

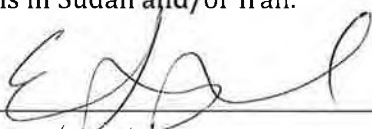
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

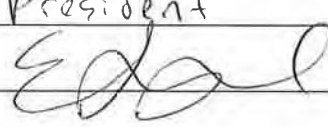
Date


6/17/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	Trinity Furniture, Inc.
Address	6089 Kennard Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475-0037
Email address	Sales@Trinityfurniture.com
Printed name	Evan Lasueruela
Position with company	President
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, September 1st, 2022

Trinity Furniture, Inc.
ATTN: Evan Lagueruela
6089 Kennedy Rd
Trinity, NC 27370

Dear Evan:

Region XIV Education Service Center is happy to announce that Trinity Furniture, Inc. has been awarded an annual contract for Furniture based on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on September 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Trinity Furniture, Inc.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads 'Shane Fields'.

Shane Fields
Region XIV, Executive Director

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Safety

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

◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

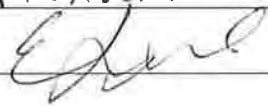
Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Trinity Furniture, Inc.
Address	6089 Kennedy Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475 0037
Email address	Sales @ Trinityfurniture.com
Printed name	Evan Lagueruela
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-126, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

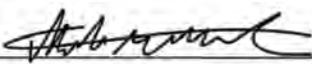
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: September 1, 2022

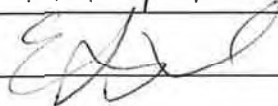
Vendor:

Trinity Furniture, Inc.

Name: Evan Lagueruela

Title: President

Address: 6084 Kennedy Rd
Trinity NC 27370

Signature: 

Date: 7/20/22

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

- | | |
|---|---|
| ☐ American Samoa | ☐ Northern Mariana Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

◆ **Minority**

and Women

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☒

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☒

◆ **Residency**

- Responding Company's principal place of business is in the city of Trinity, State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- | | |
|-------------------------------------|---|
| ☐ | A publicly held corporation; therefore, this reporting requirement is not applicable. |
| ☒ | Is not owned or operated by anyone who has been convicted of a felony. |
| ☐ | Is owned or operated by the following individual(s) who has/have been convicted of a felony |

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

◆ **Distribution Channel**

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

- | | |
|---|--|
| ☒ Manufacturer Direct | ☐ Certified education/government reseller |
| ☐ Authorized Distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**Contact Person: Kelly SmithTitle: AccountingCompany: Trinity Furniture, Inc.Address: 6079 Kennedy RdCity: TrinityState: NCZip: 27370Phone: (336) 472-6666Email: Sales @ Trinityfurniture.com

▪ Purchase Orders

Contact Person: Angie Wellborn
 Title: Inside Sales / Office Manager
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470 6660 Email: Sales@TrinityFurniture.com

▪ Sales and Marketing

Contact Person: Evon Lagueruela
 Title: President
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470 6660 Email: Sales@TrinityFurniture.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4	VENDOR PROFILE
REGISTERED NAME	Trinity Furniture, Inc.
Company History:	Attached below
NCPA Price List Discount	55% off
Freight Terms	Freight Additional - Quoted per Order
Dunn &Bradstreet #	11-598-8651
Organizational Chart	Attached below
Corporate Office	Attached below
Std Payment Terms	NET 30, credit reviewed upon receipt of order
Competition	KI, OFS, Davis, National, IOA, Kimball, HPFI

WHAT DIFFERENTIATES TRINITY FROM COMPETITORS	Our Facelift line carries a lifetime warranty. Each Facelift product has removeable covers & an antimicrobial moisture barrier covering the interior. this combined with all Facelift products carrying removeable & replaceable components make field fixes much easier. In addition all upholstery & frame construction is made totally in house in our NC manufacturing facility. This allows us to make changes quickly & keep our prices competitive as well.
HOW WE WILL MARKET IF AWARDED	Upon receipt of reward, we will market to our reps first. We have had many reps request us to join NCPA due to it's use by end users Those reps will find out immediately that this contract can be used as a selling medium. From there, we will inform our other reps the positives of using this selling medium for their end users. All information about the contract will be uploaded to our website to make it known and obvious that our customers can purchase from this. In addition, we will utilize a social media & marketing blast to put the award receipt out to our customers that we have the contract. This would allow for a double emphasis from our sales team & end users to make everyone aware of it's availability.
INTRODUCE NCPA TO OUR COMPANY	Monthly sales meetings with representatives to introduce NCPA, Monthly newsletter updates, scheduled email blasts for awareness of contract
Describe your firm's capabilities and functionality of your on-line catalog/ordering website	Trinity Furniture has a full upholstery and woodworking shop in house. This includes, frame, CNC, sanding, finishing, sewing, & upholstery all in house under one roof. This allows quality to be monitored totally and changes to be made easily during the process. Trinity has a long history with government and education contract grade furniture that goes back to 1984. Our website is very user friendly and shows all current product easily. Purchase orders are emailed to our sales@trinityfurniture.com email.
Describe your company's Customer Service Department (hours, number of service)	Service hours are 8-5 Monday - Friday. We have a team of 5 to answer any calls and assist as needed
Green Initiatives	Trinity is BIFMA Level 1 certified. We were one of the first companies to receive certification under this program and that is because many of the requirements were already being completed in our plant. Trinity's product is all field replaceable making it very applicable on the green side. In addition, Trinity has the follow policies that back up the green iniative in everyday production: -Design for environment policy -Design for durability, repair, retrofit, remanufacturing & recycling -Take back program -Responsible packaging program -Corporate energy policy (all of these policies are attached below)
Anti-Discrimination Policy	Attached below
Vendor Certifications WBE	Attached below

T R I N I T Y

Company History

In the fall of 1983, Jorge & Debi Lagueruela and their neighbor, John Brown Kennedy, had a porch side chat about combining their talents. This led to the creation of Trinity Furniture the following Spring. Originally targeting government business, Trinity has manufactured furniture for the highest levels of government including the House of Representatives, Senate, and U.S. military bases all over the world.

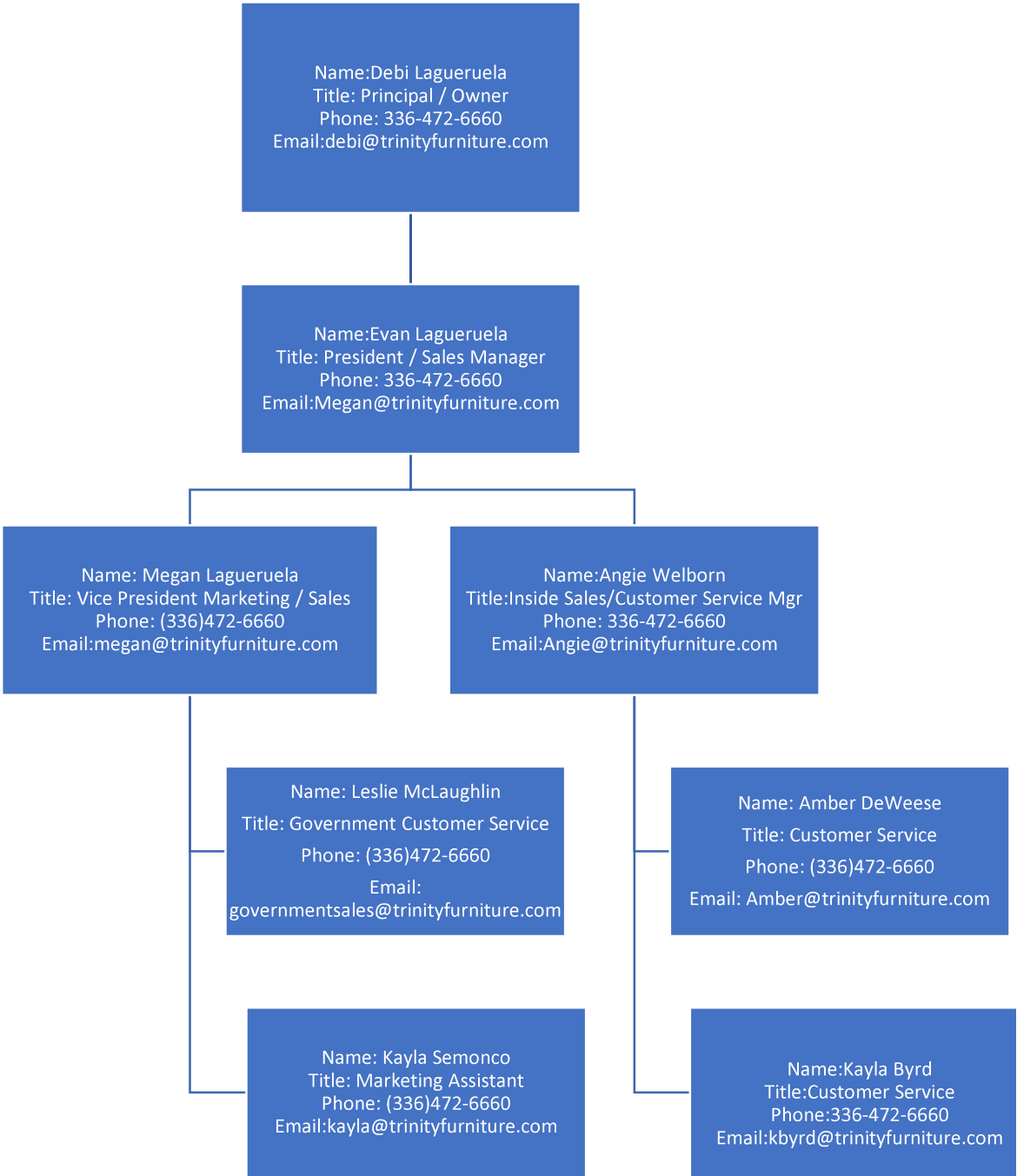


After John Kennedy's retirement in 2003, ownership shifted to combine Jorge's sales experience and Debi's administration to help the company grow at a rapid pace. This included an expansion into healthcare and educational furniture.

Today, almost the entirety of Trinity's products, frames, and components are manufactured in-house in Trinity, North Carolina. The current 100,000 square foot facility is still in its original location (with several additions over the years). By producing quality furniture for the government, healthcare, education, and corporate market segments, Trinity is able to provide for virtually any commercial furniture need.

In 2020, Jorge & Debi's son, Evan Lagueruela, transitioned to President of Trinity Furniture. After Jorge's passing in late 2021, the Lagueruela family centered on the goal of honoring Jorge's legacy while maintaining a focus on growth and inclusion. The Lagueruela's are proud to continue their work together with the employees of Trinity Furniture where second-generation workers are more common than not.

Trinity Furniture, Inc. Organizational Chart



TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 Phone 336-472-6660 Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Who's who @ Trinity Furniture

Principal/Owner

Debi Lagueruela 336-472-6660 debi@trinityfurniture.com

President

Evan Lagueruela 336.472.6660 x 202 evan@trinityfurniture.com

Vice President Marketing/Sales

Megan Lagueruela 336-472-6660 megan@trinityfurniture.com

Designer

David Williams 336.472.6660 sales@trinityfurniture.com

Accounts Receivable / Commissions

Kelly Smith 336.472.6660 x 206 kelly@trinityfurniture.com

Purchasing Manager

Jon Abernathy 336.472.6660 x 204 jon@trinityfurniture.com

Office Manager/Inside Sales

Angie Welborn 336.472.6660 x 205 awelborn@trinityfurniture.com

Customer Service

Amber DeWeese 336.472.6660 x 215 amber@trinityfurniture.com

Kayla Byrd 336.472.6660 kbyrd@trinityfurniture.com

Government Customer Service / Bills of Material

Leslie McLaughlin 336.472.6660 x 209 leslie@trinityfurniture.com

Graphics / Website

Jonathan Collins 336.472.6660 x 207 jonathan@trinityfurniture.com

Interior Design

Kayla Semonco 336.472.6660 x 208 kayla@trinityfurniture.com



Intertek does hereby certify that an independent assessment has been conducted on behalf of

TRINITY FURNITURE, INC.

Certificate: 104272633GRR-010a
Certificate Issued: 31 August 2020

Initial Certification Date: 5 August 2020
Certificate Valid Until: 5 August 2023

Applicant Address: 6089 Kennedy Rd.
Trinity, NC USA

Product Category: Seating

Product Details: See Appendix

Conformance Criteria: BIFMA e3- 2019 Furniture Sustainability Standard for LEVEL® 1 Certification

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

Brian Kneibel
Certification Manager
11 June 2020



This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

Intertek Testing Services NA, Inc.

SFT-BIFMA -OP-19kj BIFMA e3 Level One Certificate



Certificate Appendix

TRINITY FURNITURE, INC.

Certificate Number: 104272633GRR-010a

Product Subcategory	Executive, Guest/ Side, Lounge, Patient Room, Stacking
Model Name(s)	Cilo, Classic, Conrad, Crawford, Edge, Facelift Evolve, Facelift Fair & Square, Facelift Polliwogs, Facelift Prime, Facelift Replay, Facelift Revival, Facelift Serpentine, Facelift Tuxedo, Facelift Twist, Langton, Luci Guci, Quads, Radcliffe Square, Savoye, Steel, Swerve, Traditional, Vroom, Zee, Ziggy.
Product Restrictions	None

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DESIGN FOR ENVIRONMENT POLICY

Overview:

Our design directive required that each of the furniture components could be easily serviced onsite. This ensures that clean, hygienic seating is always possible during the seating's lifecycle; and that the furniture components could be easily replaced, reused or recycled.

Functionality:

With minimal effort and without upholstering skills, all of the upholstery covers, including the arm, seat, back, outside back, and the entirety of the frame components can be replaced and serviced. An antimicrobial moisture barrier encapsulates the seat, back and arm urethane foam cushioning. Traditional cleaning services can perform all the maintenance necessary. All of the upholstery covers can be replaced without disassembling the frame components during remodeling or refurbishing. Wood, urethane or urethane arm caps are standard options which can be removed and replaced when desired. Custom seat modules in 1" increments up to widths of 48" are possible. Custom arm heights are also possible.

Quality / Durability:

The frame construction utilizes panel-to-panel construction, with components fastened around a steel inner frame. This process is a more typical method used in the manufacturing of case goods and open plan office systems. It capitalizes on increased adaptability from using standardized modular components. This method of construction greatly reduces the problems associated with "built-up" frames that are difficult to modify, and allows for easy customization when needed. A simple Allen-head screwdriver is the only tool necessary for disassembly. Facelift is covered by a lifetime warranty

Renewable materials

The Facelift line has been designed in a way that totally incorporates the idea of renewable materials. Each component can be replaced, recycled or reused which ensures that clean, hygienic seating is always possible and available regardless of the circumstances.

All of the polyurethane foam seat and back cushioning is protected from contamination by being totally encapsulated in an antimicrobial moisture barrier before being slipped into the outer fabric covering. It is attached to the furniture with Velcro fasteners and can be removed / replaced easily. The metal seat suspension system is composed of two parts; the tubular

metal seat structural frame and the strap webbing. The structural frame is fashioned from 1” sq. 16ga. tubing and 1” angle iron and is attached to the plywood frame members with machine screws and T-nuts, which allows for removal / replacement.

The strap webbing is designed to be attached to the structural frame with metal clips that fit into holes located along the perimeter of the frame. The straps can be individually removed / replaced easily.

The arm and back components are manufactured from ¾” FSC Certified hardwood plywood or FSC certified solid maple or cherry hardwood, relative to the style offered. These components are attached to the structural frame and to each other with machine screws and T-nuts to facilitate removal / replacement. When arm and back components require polyurethane cushioning; they are encapsulated in an antimicrobial barrier to guard against irrevocable soiling. These components can then be reused.

The upholstery is designed to be attached to the seating units through a Velcro fastening system so that when covers are soiled or damaged, they can be removed / replaced easily. Certain textiles are offered for upholstery that can be washed and dried when soiled and then replaced onto the seating unit.

Recycled materials

The design of the product is centered on the desire for these components to be fabricated from recycled materials. We have documented elsewhere in this submittal a spreadsheet that verifies the very high percentage of recycled materials used.

Another major factor in the design process was incorporating the ability to supplant any existing component with a newer one that was deemed to be more environmentally friendly. This feature allows for the retrofit of greener materials within a seating product at any time during its lifecycle.

The design of the product is centered on the ability for each manufactured component to be recycled. We also design...

- By evaluating the human health & environmental impacts of its processes and products.
- By reducing the use & release of toxic chemicals through the innovation of cleaner technologies that use safer chemicals.
- By implementing pollution prevention, energy efficiency & other resource conservation measures
- By making products that can be reused, refurbished, remanufactured or recycled.
- By monitoring the environmental impact & costs associated with each product or process.

End of life management

As seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during

the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

Water management and energy efficiency

Water is not used at all in the manufacturing process.

The company has set a goal of reducing energy use by 5% yearly in comparison to the baseline.

Products are designed in such a way to require a minimum amount of energy or fuel in the production process.

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Design for Durability, Repair, Retrofit, Remanufacturing, Recycling

Trinity Furniture's complete furniture product line has been tested to exceed American National Standard Institute and Business and Institutional Furniture Manufacture's Association (ANSI/BIFMA) cyclic durability tests. These testing methods measure the ability of furniture to withstand repeated pounding, pulling and dropping to simulate wear and tear on the various types of furniture. The furniture's strength and durability are tested by varying applied weights from one to 300,000 cycles. These cycles are applied by a set rate per minute which pushes the furniture to extreme conditions. Through years of testing, Trinity Furniture has gained knowledge on construction techniques to better withstand load stress under the various types needed by the furniture's job requirements.

Due to the design and construction of Trinity Furniture products, repair, replacement and re-upholstery of damaged components can be easily done. On all conventionally constructed frames, components are modular and replaceable, held in place by metal to metal fasteners. Arms, leg and some back members can be removed and reupholstered and easily reassembled. On all hybrid constructed frames (metal inner frame and wood) components are also held in place by metal to metal fasteners. In addition, all foam is encapsulated by an anti-microbial moisture barrier to further protect the foam and inner frame. Upholstery is held securely in place by Velcro-hook and loop fastening tape. In this manner, any upholstery covers that are damaged or need replacing can easily be removed and replaced.

Disassembly instructions are available upon request.

When an item is needed for replacing, customers can refer to our Price list, website: www.TrinityFurniture.com , email: Sales@TrinityFurniture.com or contact us at (336) 472-6660.

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Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

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Corporate Energy Policy

Scope: This policy pertains to all activities of Trinity Furniture that consume, or have an influence on the consumption of, energy within our operations and business processes worldwide.

Trinity Furniture believes:

- Everyone in our company shares the responsibility for protecting the environment and its natural resources.
- We must be committed to the comprehensive management of energy within our facilities and processes.

We will:

- Act to minimize enterprise energy usage, emissions and cost.
- Build a clear understanding of the end-to-end impact on our business of global energy market trends and build strategic plans accordingly.
- Develop a corporate culture of responsible management of energy by educating, involving and motivating our employees.
- Establish business unit-specific energy management strategies and plans.
- Actively seek and/or partner to develop alternative forms of generating energy for our processes.
- Share best practices for energy management amongst our business units. i.e. maintain our motion sensing lights being used wherever possible.
- Incorporate forward-looking energy considerations into our business decision making processes, particularly our capital process.
- Engage our Joint Venture partners, suppliers and customers to develop business processes that are more energy efficient.
- Remain in compliance with all relevant energy and environmental regulations.
- Review/track energy sources quarterly to confirm direction to remain consistently 5% below the baseline by year. We will also at this time re-evaluate our goals and revise them as needed.

Environmental Statement

Trinity Furniture, Inc. is committed to the preservation of our planet and the conservation of our natural resources. We gladly accept this responsibility and pledge that our efforts will not compromise our pursuit to manufacture the highest quality furniture possible. The following goals have been achieved in our attempts to protect our environment for future generations:

- Interior frames are made from recycled steel and/or 100% FSC Certified sustainable maple hardwood. We have implemented a “chain of custody” procedure to ensure compliance with FSC and/or SFI criteria and source wood from FSC and/or certified forests.
- Designing our product with consideration for sustainability, reuse or recycling is a fundamental part of our corporate strategy.
- Our exposed woods are never sourced from forests designated as being depleted.
- All sawdust generated by our wood fabrication is recycled and all off-fall wood is repurposed.
- All finishing materials meet or exceed EPA emission standards.
- We have installed energy efficient lighting in our finishing department reducing energy costs.
- Green foam is used where available densities and compression allow. All off fall foam is bagged and recycled by our foam vendor.
- Only recycled cotton batting is used during the upholstery process.
- Our packaging utilizes recycled components and after use all appropriate packaging materials are repurposed or recycled.
- A recycling cardboard program is stressed to our end users after the product is received.
- All aluminum cans and plastics are recycled through authorized vendors.
- Office paper and toner cartridges are recycled through authorized vendors.
- The EZ2 and Facelift Collections are designed and engineered with upholstery covers and frame components that can be easily removed and replaced on-site, achieving 100% renewability.
- Chrome free tanned leather is available for specification on all furniture styles.
- We recently added two (2) environmentally friendly fabric cards to the line specifically designed for the healthcare industry.
- New antimicrobial finish specifically formulated to inhibit the growth of bacteria and mildew.
- “Green” lumber is available for specification on all furniture styles, upon your request. Customer service will assist you with the minimum requirements necessary for ordering.
- We have achieved 20% energy and gasoline savings by restructuring our work week to 4 (10) hour days in lieu of the previous 5 (8) hour days. This not only saved the high start up energy cost in the plant but also saved on gasoline and transportation cost by adjusting the number of work days.
- We are committed to meet and try to exceed all applicable environmental rules and regulations.
- Company meetings are held to insure employee awareness and participation in minimizing environmental impacts.

- Corporate emphasis to our employees and vendors so as to minimize waste generated from the use of natural resources, chemicals and energy usages in the manufacturing process.
- We are committed to prevention of pollution and managing/tracking our progress on our environmental management system in our activities, products and services.
- BIFMA “LEVEL” certification is complete for the entire line

T R I N I T Y

NON-DISCRIMINATION/NO-HARASSMENT

Trinity Furniture is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment and discrimination have no place in the work environment. Trinity does not authorize and will not tolerate any form of harassment or discrimination based on the following factors:

Race, sex, national origin, color, religion, age, disability, or status in any group protected by federal, state, or local law.

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

Examples of “harassment” that are covered by this policy include offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee's race, sex, religion, color, national origin, age, disability, or other factor protected by law, which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person's job performance.



www.sba.gov/wosbready

Woman Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

6/23/2022

Debra Lagueruela

TRINITY FURNITURE, INC

PO Box 150

Trinity NC 27370

Dear Debra Lagueruela:

Congratulations! Your company has been certified as a Woman- Owned Small Business (WOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR)

Your Company's WOSB Program anniversary date is 4/20/2023.

In order to maintain your certification, your company is required to annually assist to meeting the WSOB Program requirements set forth in Title 13, Part 127 of the code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your company must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at beta.Certify.SBA.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be uploaded into the firm's profile within beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification on status to any other party including any local or State government contracting official or the Federal government or any of its contracting officials.

If you have any general questions regarding the WOSB program, you may submit them to the SBA via the help tab at <https://beta.certify.SBA.gov/help/> or check the SBA website, www.SBA.gov/wsobready

Again, congratulations!

Bibi Hidalgo

Associate Administrator

Office of Government Contracting

T R I N I T Y

FURNITURE CATEGORIES:

All below product categories are manufactured by Trinity Furniture, Inc. in its manufacturing facility in NC.

- Ancillary furniture products
- Auditoriums and theaters
- Cafeteria
- Classroom / educational / dormitory
- Conference or breakroom / training
- Healthcare / medical / therapy practices
- Lactation rooms and furniture pods
- Library
- Lounge / reception
- Office
- Seating / chairs
- Tables / meeting conference room
- Work stations

Warranty COMMERCIAL PRODUCTS

Does not include Facelift

Trinity Furniture warrants all products for ten (10) years against manufacturing and factory defects, excluding covering materials, under single shift service for the original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids the warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty is applicable only to those parts actually manufactured by Trinity Furniture Incorporated. For purchased parts, we will apply exactly the same warranty that is extended to us by our suppliers. Trinity Furniture shall not be liable for consequential or incidental damages arising from any product defects.

FACELIFT

Trinity warrants all Facelift products for the life of the product against manufacturing and factory defects, excluding covering materials, under normal single shift service for original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids this warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture, Inc. has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty if applicable only to those parts actually manufactured by Trinity Furniture, Incorporated. For purchased component parts, we will apply exactly the same warranty that is extended to us by our supplier. Trinity Furniture, Inc. shall not be liable for consequential or incidental damages arising from any product defect.

Continued...

T R I N I T Y

For Normal use Life Expectancy and replacement parts:

Facelift Products : Single shift service for original purchaser – lifetime warranty based on a depreciable lifetime.

Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Commercial Products: Single shift service for the original purchaser – 10 year life expectancy. Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Trinity has a take back program that is available for all product within its line. Please see below policy for reference.

TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 336-472-6660, Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

T R I N I T Y

Value added products & services

Trinity's biggest value-added proposition is the company's "Facelift" line. This line of furniture is built with public spaces first of mind. Every piece included in this collection has completely removable covers. This will allow the end user to change out in case of a stain or just switch out if a designer no longer likes the color scheme in a space. In addition, underneath the removable cover is an antimicrobial moisture barrier that is able to protect the piece from water, blood, vomit, or any other item that might fall onto it during its lifetime. The purpose is to make sure the core of the furniture can last multiple lifespans. Then it can be renewed for the end user at a much lower cost than the cost of new furniture. Lastly, Trinity's Facelift product has entirely replaceable components that allow the end user to replace anything on the piece in the field if needed. If a leg or an arm is destroyed by the public or a cleaning crew it can be replaced quickly & easily in the field. This is all backed by a lifetime warranty proving that Trinity stands behind their products.

Trinity has a long history of working in the public sector. Since 1986 Trinity has been producing soft seating & tables for the highest levels of the US federal government such as the US House of Representatives, the Senate, & US military bases all over the world. In addition to just Federal, Trinity's involvement with state and local contracts has helped to place our furniture in district courthouses & college's/universities all over the US. We are very proud of this and hope this shows the level of quality our team produces.

Because of the above our customer service team is readily able and willing to help from their history working in this environment. Our customer service team has over 50 years collectively working in furniture & has been exposed to just about any and every situation imaginable. If a question or problem arises our team will be available to help in any situation.

T R I N I T Y

Innovation

Recent innovation the company is proud of includes new product that was just launched. Trinity launched a recliner under the name “Ace” designed specifically for senior living. In the senior living environment cleaning is always an issue. We engineered a magnetic seat that can be lifted up to clean any debris that have dropped. Underneath the magnetic seat there is a fully encapsulated seat barrier that does not allow anything to fall through. This will allow the cleaning crew to come into rooms or lobby areas & just lift the seat and clean as needed every day. We made this recliner at the request of a certain facility and felt so great about the product we are launching commercially.

The Facelift product is not a recent innovation but when it was launched it was one of the first of its kind. We feel Trinity led the commercial contract furniture movement into replaceable cover pieces. It started when the company was working with a military base overseas and has expanded into public space and healthcare systems throughout the US. By designing every single Facelift piece to have completely removeable covers and completely removeable components the end user gets a product that can span multiple life spans. If a cover is torn or a leg is destroyed by someone in the field, the end user can easily call our customer service team and just replace what is needed instead of an entire chair.

Trinity works with all of the major fabric players in the contract industry. The sales reps for these companies keep us well informed of innovative new items and what will be coming out to change the industry.

For wood finishes, Trinity has a standard feature of an antimicrobial additive in all of its wood finishes. This is standard with no upcharge. Custom color requests are also no problem at all as Trinity works very close with its wood finish vendor. A custom color can typically be turned around in a few days.

Future innovation

Future innovation is something that is constantly going on in our factory. We have an inhouse designer who doubles as an engineer. We take advantage of this when customization comes into play. We are very quick to work with our customers on anything they need. We try to make it known that just because it isn't in our line package or isn't a specific dimension doesn't mean it is not something we can do. We constantly are altering dimensions on chairs at the request of our customers. This is possible due to everything being manufactured in house removing the middle man out of the equation.

Trinity is working with our finish supplier to enhance the wood finishes currently offered. Currently the wood finishes have a antimicrobial additive and we are working with our finish supplier on achieving an antibacterial additive as well. We are hopeful by the first of 2023 this will be available. This would be a major breakthrough for wood healthcare or public space furniture.

Trinity just launched its case goods line in 2021 and we see innovation being possible here as well. The line package started small but we are working every day with customers to find out what is needed. This has allowed us to pick and choose how the line will grow. By producing this in NC we are able to control what is needed and available. We feel if any facility runs into a need or problem, we can come up a solution quickly.

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror:

Trinity Furniture, Inc.

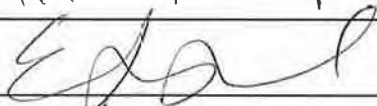
Address:

6089 Kennedy Rd.

City, State, Zip:

Trinity NC 27370

Authorized Signature:



Date:

6/17/22

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Trinity Furniture, Inc.

Print Name

Evan Lagueruela

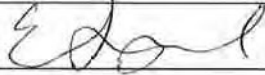
Address

6089 Kennedy Rd.

City, State, Zip

Trinity NC 27370

Authorized signature



Date

6/17/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

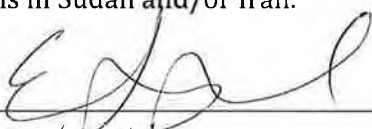
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

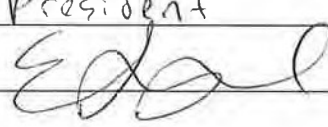
Date


6/17/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

Company name	Trinity Furniture, Inc.
Address	6089 Kennard Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475-0037
Email address	Sales@Trinityfurniture.com
Printed name	Evan Lasuervela
Position with company	President
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.
- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.
- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.
- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.
- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Safety

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

◆ Permits

- Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

◆ Indemnity

- The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

◆ Franchise Tax

- The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

◆ Supplemental Agreements

- The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

◆ Certificates of Insurance

- Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

◆ Legal Obligations

- It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

◆ Protest

- A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

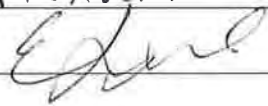
Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Trinity Furniture, Inc.
Address	6089 Kennedy Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475 0037
Email address	Sales @ Trinityfurniture.com
Printed name	Evan Lagueruela
Position with company	President
Authorized signature	

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-126, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Furniture;

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

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

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

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

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

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

◆ General Terms and Conditions

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

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

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

◆ **Term of Agreement**

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

◆ **Fees and Reporting**

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

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

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

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

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

◆ General Provisions

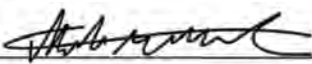
- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.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

National Cooperative Purchasing Alliance:

Name: Matthew Mackel

Title: Director, Business Development

Address: PO Box 701273
Houston, TX 77270

Signature: 

Date: September 1, 2022

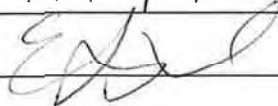
Vendor:

Trinity Furniture, Inc.

Name: Evan Lagueruela

Title: President

Address: 6084 Kennedy Rd
Trinity NC 27370

Signature: 

Date: 7/20/22

Tab 3 – Vendor Questionnaire

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

◆ **States Covered**

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

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

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

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

- | | |
|---|---|
| ☐ American Samoa | ☐ Northern Mariana Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

◆ **Minority**

and Women

Business Enterprise (MWBE) and (HUB) Participation

- It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

- Respondent Certifies that this firm is a M/WBE ☒

▪ **Historically Underutilized Business**

- Respondent Certifies that this firm is a HUB ☒

◆ **Residency**

- Responding Company's principal place of business is in the city of Trinity,
State of NC

◆ **Felony Conviction Notice**

- Please Check Applicable Box;

- | | |
|-------------------------------------|---|
| ☐ | A publicly held corporation; therefore, this reporting requirement is not applicable. |
| ☒ | Is not owned or operated by anyone who has been convicted of a felony. |
| ☐ | Is owned or operated by the following individual(s) who has/have been convicted of a felony |

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

◆ **Distribution Channel**

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

- | | |
|---|--|
| ☒ Manufacturer Direct | ☐ Certified education/government reseller |
| ☐ Authorized Distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other: _____ |

◆ **Processing Information**

- Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**Contact Person: Kelly SmithTitle: AccountingCompany: Trinity Furniture, Inc.Address: 6079 Kennedy RdCity: TrinityState: NCZip: 27370Phone: (336) 472-6666Email: Sales @ Trinityfurniture.com

▪ Purchase Orders

Contact Person: Angie Wellborn
 Title: Inside Sales / Office Manager
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470-6660 Email: Sales@TrinityFurniture.com

▪ Sales and Marketing

Contact Person: Evon Lagueruela
 Title: President
 Company: Trinity Furniture, Inc
 Address: 6089 Kennedy Rd
 City: Trinity State: NC Zip: 27370
 Phone: (336) 470-6660 Email: Sales@TrinityFurniture.com

◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

- If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☒ Yes ☐ No

- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☒ Yes ☐ No

TAB 4	VENDOR PROFILE
REGISTERED NAME	Trinity Furniture, Inc.
Company History:	Attached below
NCPA Price List Discount	55% off
Freight Terms	Freight Additional - Quoted per Order
Dunn &Bradstreet #	11-598-8651
Organizational Chart	Attached below
Corporate Office	Attached below
Std Payment Terms	NET 30, credit reviewed upon receipt of order
Competition	KI, OFS, Davis, National, IOA, Kimball, HPFI

WHAT DIFFERENTIATES TRINITY FROM COMPETITORS	Our Facelift line carries a lifetime warranty. Each Facelift product has removeable covers & an antimicrobial moisture barrier covering the interior. this combined with all Facelift products carrying removeable & replaceable components make field fixes much easier. In addition all upholstery & frame construction is made totally in house in our NC manufacturing facility. This allows us to make changes quickly & keep our prices competitive as well.
HOW WE WILL MARKET IF AWARDED	Upon receipt of reward, we will market to our reps first. We have had many reps request us to join NCPA due to it's use by end users Those reps will find out immediately that this contract can be used as a selling medium. From there, we will inform our other reps the positives of using this selling medium for their end users. All information about the contract will be uploaded to our website to make it known and obvious that our customers can purchase from this. In addition, we will utilize a social media & marketing blast to put the award receipt out to our customers that we have the contract. This would allow for a double emphasis from our sales team & end users to make everyone aware of it's availability.
INTRODUCE NCPA TO OUR COMPANY	Monthly sales meetings with representatives to introduce NCPA, Monthly newsletter updates, scheduled email blasts for awareness of contract
Describe your firm's capabilities and functionality of your on-line catalog/ordering website	Trinity Furniture has a full upholstery and woodworking shop in house. This includes, frame, CNC, sanding, finishing, sewing, & upholstery all in house under one roof. This allows quality to be monitored totally and changes to be made easily during the process. Trinity has a long history with government and education contract grade furniture that goes back to 1984. Our website is very user friendly and shows all current product easily. Purchase orders are emailed to our sales@trinityfurniture.com email.
Describe your company's Customer Service Department (hours, number of service)	Service hours are 8-5 Monday - Friday. We have a team of 5 to answer any calls and assist as needed
Green Initiatives	Trinity is BIFMA Level 1 certified. We were one of the first companies to receive certification under this program and that is because many of the requirements were already being completed in our plant. Trinity's product is all field replaceable making it very applicable on the green side. In addition, Trinity has the follow policies that back up the green iniative in everyday production: -Design for environment policy -Design for durability, repair, retrofit, remanufacturing & recycling -Take back program -Responsible packaging program -Corporate energy policy (all of these policies are attached below)
Anti-Discrimination Policy	Attached below
Vendor Certifications WBE	Attached below

T R I N I T Y

Company History

In the fall of 1983, Jorge & Debi Lagueruela and their neighbor, John Brown Kennedy, had a porch side chat about combining their talents. This led to the creation of Trinity Furniture the following Spring. Originally targeting government business, Trinity has manufactured furniture for the highest levels of government including the House of Representatives, Senate, and U.S. military bases all over the world.

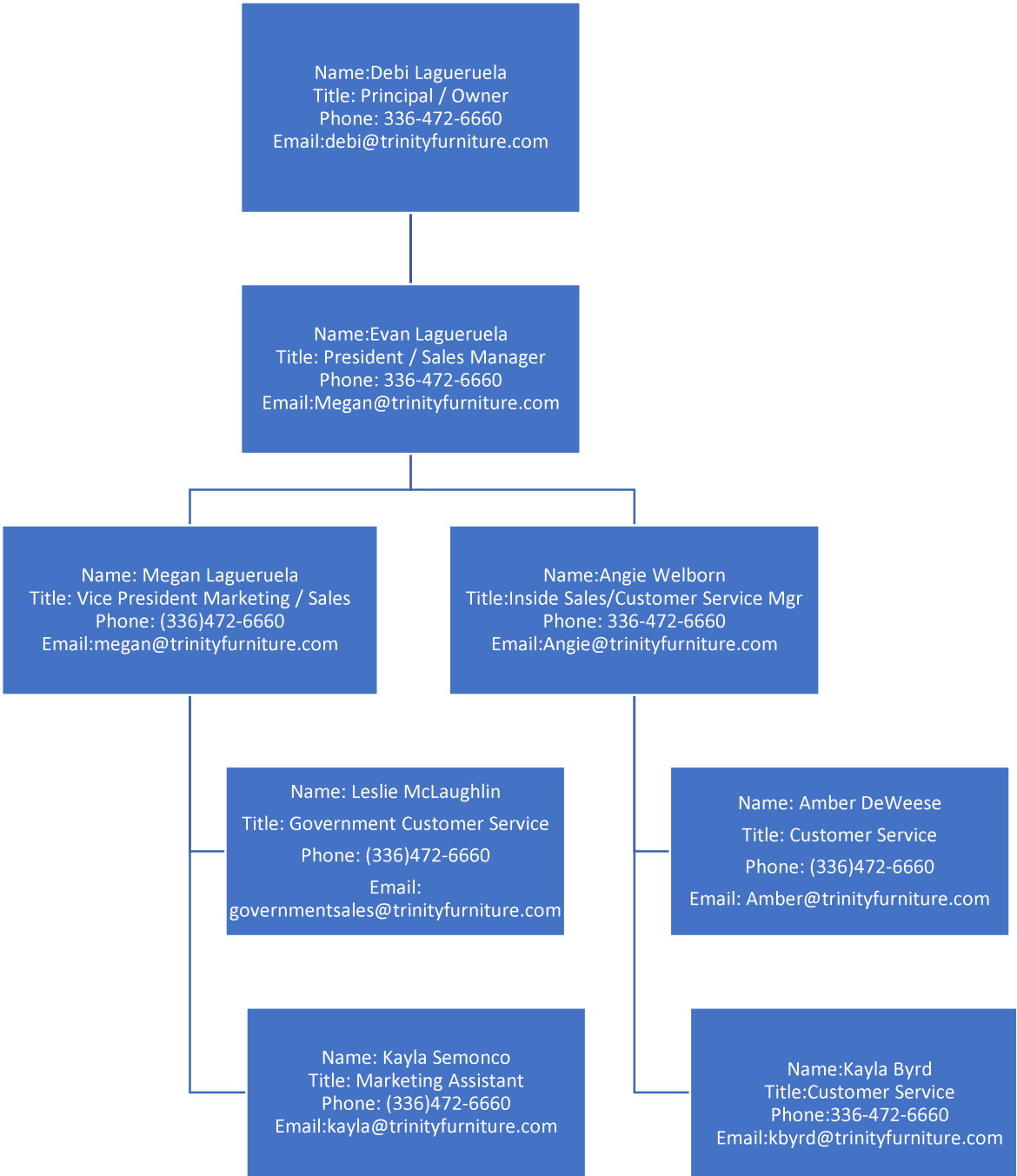


After John Kennedy's retirement in 2003, ownership shifted to combine Jorge's sales experience and Debi's administration to help the company grow at a rapid pace. This included an expansion into healthcare and educational furniture.

Today, almost the entirety of Trinity's products, frames, and components are manufactured in-house in Trinity, North Carolina. The current 100,000 square foot facility is still in its original location (with several additions over the years). By producing quality furniture for the government, healthcare, education, and corporate market segments, Trinity is able to provide for virtually any commercial furniture need.

In 2020, Jorge & Debi's son, Evan Lagueruela, transitioned to President of Trinity Furniture. After Jorge's passing in late 2021, the Lagueruela family centered on the goal of honoring Jorge's legacy while maintaining a focus on growth and inclusion. The Lagueruela's are proud to continue their work together with the employees of Trinity Furniture where second-generation workers are more common than not.

Trinity Furniture, Inc. Organizational Chart



TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 Phone 336-472-6660 Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Who's who @ Trinity Furniture

Principal/Owner

Debi Lagueruela 336-472-6660 debi@trinityfurniture.com

President

Evan Lagueruela 336.472.6660 x 202 evan@trinityfurniture.com

Vice President Marketing/Sales

Megan Lagueruela 336-472-6660 megan@trinityfurniture.com

Designer

David Williams 336.472.6660 sales@trinityfurniture.com

Accounts Receivable / Commissions

Kelly Smith 336.472.6660 x 206 kelly@trinityfurniture.com

Purchasing Manager

Jon Abernathy 336.472.6660 x 204 jon@trinityfurniture.com

Office Manager/Inside Sales

Angie Welborn 336.472.6660 x 205 awelborn@trinityfurniture.com

Customer Service

Amber DeWeese 336.472.6660 x 215 amber@trinityfurniture.com

Kayla Byrd 336.472.6660 kbyrd@trinityfurniture.com

Government Customer Service / Bills of Material

Leslie McLaughlin 336.472.6660 x 209 leslie@trinityfurniture.com

Graphics / Website

Jonathan Collins 336.472.6660 x 207 jonathan@trinityfurniture.com

Interior Design

Kayla Semonco 336.472.6660 x 208 kayla@trinityfurniture.com



Intertek does hereby certify that an independent assessment has been conducted on behalf of

TRINITY FURNITURE, INC.

Certificate: 104272633GRR-010a
Certificate Issued: 31 August 2020

Initial Certification Date: 5 August 2020
Certificate Valid Until: 5 August 2023

Applicant Address: 6089 Kennedy Rd.
Trinity, NC USA

Product Category: Seating

Product Details: See Appendix

Conformance Criteria: BIFMA e3- 2019 Furniture Sustainability Standard for LEVEL® 1 Certification

Issuing Office Name & Address: Intertek Testing Services NA, Inc.
4700 Broadmoor Ave SE, Suite 200
Kentwood, MI 49512 USA
Ph: +1-616-656-7401

A handwritten signature in black ink, appearing to read 'B. Kneibel'.

Brian Kneibel
Certification Manager
11 June 2020



This Certificate is for the exclusive use of Intertek's client and is provided pursuant to the agreement between Intertek and its Client. Intertek's responsibility and liability are limited to the terms and conditions of the agreement. Intertek assumes no liability to any party, other than to the Client in accordance with the agreement, for any loss, expense or damage occasioned by the use of this Certificate. Only the Client is authorized to permit copying or distribution of this Certificate. Any use of the Intertek name or one of its marks for the sale or advertisement of the tested material, product or service must first be approved in writing by Intertek. The observations and test/inspection results referenced in this Certificate are relevant only to the sample tested/inspected. This Certificate by itself does not imply that the material, product, or service is or has ever been under an Intertek certification program.

Intertek Testing Services NA, Inc.

SFT-BIFMA -OP-19kj BIFMA e3 Level One Certificate



Certificate Appendix

TRINITY FURNITURE, INC.

Certificate Number: 104272633GRR-010a

Product Subcategory	Executive, Guest/ Side, Lounge, Patient Room, Stacking
Model Name(s)	Cilo, Classic, Conrad, Crawford, Edge, Facelift Evolve, Facelift Fair & Square, Facelift Polliwogs, Facelift Prime, Facelift Replay, Facelift Revival, Facelift Serpentine, Facelift Tuxedo, Facelift Twist, Langton, Luci Guci, Quads, Radcliffe Square, Savoye, Steel, Swerve, Traditional, Vroom, Zee, Ziggy.
Product Restrictions	None

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DESIGN FOR ENVIRONMENT POLICY

Overview:

Our design directive required that each of the furniture components could be easily serviced onsite. This ensures that clean, hygienic seating is always possible during the seating's lifecycle; and that the furniture components could be easily replaced, reused or recycled.

Functionality:

With minimal effort and without upholstering skills, all of the upholstery covers, including the arm, seat, back, outside back, and the entirety of the frame components can be replaced and serviced. An antimicrobial moisture barrier encapsulates the seat, back and arm urethane foam cushioning. Traditional cleaning services can perform all the maintenance necessary. All of the upholstery covers can be replaced without disassembling the frame components during remodeling or refurbishing. Wood, urethane or urethane arm caps are standard options which can be removed and replaced when desired. Custom seat modules in 1" increments up to widths of 48" are possible. Custom arm heights are also possible.

Quality / Durability:

The frame construction utilizes panel-to-panel construction, with components fastened around a steel inner frame. This process is a more typical method used in the manufacturing of case goods and open plan office systems. It capitalizes on increased adaptability from using standardized modular components. This method of construction greatly reduces the problems associated with "built-up" frames that are difficult to modify, and allows for easy customization when needed. A simple Allen-head screwdriver is the only tool necessary for disassembly. Facelift is covered by a lifetime warranty

Renewable materials

The Facelift line has been designed in a way that totally incorporates the idea of renewable materials. Each component can be replaced, recycled or reused which ensures that clean, hygienic seating is always possible and available regardless of the circumstances.

All of the polyurethane foam seat and back cushioning is protected from contamination by being totally encapsulated in an antimicrobial moisture barrier before being slipped into the outer fabric covering. It is attached to the furniture with Velcro fasteners and can be removed / replaced easily. The metal seat suspension system is composed of two parts; the tubular

metal seat structural frame and the strap webbing. The structural frame is fashioned from 1” sq. 16ga. tubing and 1” angle iron and is attached to the plywood frame members with machine screws and T-nuts, which allows for removal / replacement.

The strap webbing is designed to be attached to the structural frame with metal clips that fit into holes located along the perimeter of the frame. The straps can be individually removed / replaced easily.

The arm and back components are manufactured from ¾” FSC Certified hardwood plywood or FSC certified solid maple or cherry hardwood, relative to the style offered. These components are attached to the structural frame and to each other with machine screws and T-nuts to facilitate removal / replacement. When arm and back components require polyurethane cushioning; they are encapsulated in an antimicrobial barrier to guard against irrevocable soiling. These components can then be reused.

The upholstery is designed to be attached to the seating units through a Velcro fastening system so that when covers are soiled or damaged, they can be removed / replaced easily. Certain textiles are offered for upholstery that can be washed and dried when soiled and then replaced onto the seating unit.

Recycled materials

The design of the product is centered on the desire for these components to be fabricated from recycled materials. We have documented elsewhere in this submittal a spreadsheet that verifies the very high percentage of recycled materials used.

Another major factor in the design process was incorporating the ability to supplant any existing component with a newer one that was deemed to be more environmentally friendly. This feature allows for the retrofit of greener materials within a seating product at any time during its lifecycle.

The design of the product is centered on the ability for each manufactured component to be recycled. We also design...

- By evaluating the human health & environmental impacts of its processes and products.
- By reducing the use & release of toxic chemicals through the innovation of cleaner technologies that use safer chemicals.
- By implementing pollution prevention, energy efficiency & other resource conservation measures
- By making products that can be reused, refurbished, remanufactured or recycled.
- By monitoring the environmental impact & costs associated with each product or process.

End of life management

As seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during

the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

Water management and energy efficiency

Water is not used at all in the manufacturing process.

The company has set a goal of reducing energy use by 5% yearly in comparison to the baseline.

Products are designed in such a way to require a minimum amount of energy or fuel in the production process.

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Design for Durability, Repair, Retrofit, Remanufacturing, Recycling

Trinity Furniture's complete furniture product line has been tested to exceed American National Standard Institute and Business and Institutional Furniture Manufacture's Association (ANSI/BIFMA) cyclic durability tests. These testing methods measure the ability of furniture to withstand repeated pounding, pulling and dropping to simulate wear and tear on the various types of furniture. The furniture's strength and durability are tested by varying applied weights from one to 300,000 cycles. These cycles are applied by a set rate per minute which pushes the furniture to extreme conditions. Through years of testing, Trinity Furniture has gained knowledge on construction techniques to better withstand load stress under the various types needed by the furniture's job requirements.

Due to the design and construction of Trinity Furniture products, repair, replacement and re-upholstery of damaged components can be easily done. On all conventionally constructed frames, components are modular and replaceable, held in place by metal to metal fasteners. Arms, leg and some back members can be removed and reupholstered and easily reassembled. On all hybrid constructed frames (metal inner frame and wood) components are also held in place by metal to metal fasteners. In addition, all foam is encapsulated by an anti-microbial moisture barrier to further protect the foam and inner frame. Upholstery is held securely in place by Velcro-hook and loop fastening tape. In this manner, any upholstery covers that are damaged or need replacing can easily be removed and replaced.

Disassembly instructions are available upon request.

When an item is needed for replacing, customers can refer to our Price list, website: www.TrinityFurniture.com , email: Sales@TrinityFurniture.com or contact us at (336) 472-6660.

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Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

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Corporate Energy Policy

Scope: This policy pertains to all activities of Trinity Furniture that consume, or have an influence on the consumption of, energy within our operations and business processes worldwide.

Trinity Furniture believes:

- Everyone in our company shares the responsibility for protecting the environment and its natural resources.
- We must be committed to the comprehensive management of energy within our facilities and processes.

We will:

- Act to minimize enterprise energy usage, emissions and cost.
- Build a clear understanding of the end-to-end impact on our business of global energy market trends and build strategic plans accordingly.
- Develop a corporate culture of responsible management of energy by educating, involving and motivating our employees.
- Establish business unit-specific energy management strategies and plans.
- Actively seek and/or partner to develop alternative forms of generating energy for our processes.
- Share best practices for energy management amongst our business units. i.e. maintain our motion sensing lights being used wherever possible.
- Incorporate forward-looking energy considerations into our business decision making processes, particularly our capital process.
- Engage our Joint Venture partners, suppliers and customers to develop business processes that are more energy efficient.
- Remain in compliance with all relevant energy and environmental regulations.
- Review/track energy sources quarterly to confirm direction to remain consistently 5% below the baseline by year. We will also at this time re-evaluate our goals and revise them as needed.

Environmental Statement

Trinity Furniture, Inc. is committed to the preservation of our planet and the conservation of our natural resources. We gladly accept this responsibility and pledge that our efforts will not compromise our pursuit to manufacture the highest quality furniture possible. The following goals have been achieved in our attempts to protect our environment for future generations:

- Interior frames are made from recycled steel and/or 100% FSC Certified sustainable maple hardwood. We have implemented a “chain of custody” procedure to ensure compliance with FSC and/or SFI criteria and source wood from FSC and/or certified forests.
- Designing our product with consideration for sustainability, reuse or recycling is a fundamental part of our corporate strategy.
- Our exposed woods are never sourced from forests designated as being depleted.
- All sawdust generated by our wood fabrication is recycled and all off-fall wood is repurposed.
- All finishing materials meet or exceed EPA emission standards.
- We have installed energy efficient lighting in our finishing department reducing energy costs.
- Green foam is used where available densities and compression allow. All off fall foam is bagged and recycled by our foam vendor.
- Only recycled cotton batting is used during the upholstery process.
- Our packaging utilizes recycled components and after use all appropriate packaging materials are repurposed or recycled.
- A recycling cardboard program is stressed to our end users after the product is received.
- All aluminum cans and plastics are recycled through authorized vendors.
- Office paper and toner cartridges are recycled through authorized vendors.
- The EZ2 and Facelift Collections are designed and engineered with upholstery covers and frame components that can be easily removed and replaced on-site, achieving 100% renewability.
- Chrome free tanned leather is available for specification on all furniture styles.
- We recently added two (2) environmentally friendly fabric cards to the line specifically designed for the healthcare industry.
- New antimicrobial finish specifically formulated to inhibit the growth of bacteria and mildew.
- “Green” lumber is available for specification on all furniture styles, upon your request. Customer service will assist you with the minimum requirements necessary for ordering.
- We have achieved 20% energy and gasoline savings by restructuring our work week to 4 (10) hour days in lieu of the previous 5 (8) hour days. This not only saved the high start up energy cost in the plant but also saved on gasoline and transportation cost by adjusting the number of work days.
- We are committed to meet and try to exceed all applicable environmental rules and regulations.
- Company meetings are held to insure employee awareness and participation in minimizing environmental impacts.

- Corporate emphasis to our employees and vendors so as to minimize waste generated from the use of natural resources, chemicals and energy usages in the manufacturing process.
- We are committed to prevention of pollution and managing/tracking our progress on our environmental management system in our activities, products and services.
- BIFMA “LEVEL” certification is complete for the entire line

T R I N I T Y

NON-DISCRIMINATION/NO-HARASSMENT

Trinity Furniture is committed to maintaining a work environment that is free from discrimination and in which employees at all levels can devote their full attention and best efforts to the job. Harassment and discrimination have no place in the work environment. Trinity does not authorize and will not tolerate any form of harassment or discrimination based on the following factors:

Race, sex, national origin, color, religion, age, disability, or status in any group protected by federal, state, or local law.

This policy applies to management and non-management employees alike, and even to non-employees who harass our employees.

Examples of “harassment” that are covered by this policy include offensive language, jokes, or other verbal, graphic or physical conduct relating to an employee's race, sex, religion, color, national origin, age, disability, or other factor protected by law, which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person's job performance.



www.sba.gov/wosbready

Woman Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

6/23/2022

Debra Lagueruela

TRINITY FURNITURE, INC

PO Box 150

Trinity NC 27370

Dear Debra Lagueruela:

Congratulations! Your company has been certified as a Woman- Owned Small Business (WOSB) by the U.S. Small Business Administration's (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR)

Your Company's WOSB Program anniversary date is 4/20/2023.

In order to maintain your certification, your company is required to annually assist to meeting the WSOB Program requirements set forth in Title 13, Part 127 of the code of Federal Regulations (CFR). This annual attestation must be submitted within 30 days of the anniversary date of your certification. Additionally, your company must undergo a program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB certification are available at 13 CFR 127.400 and at beta.Certify.SBA.gov.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be uploaded into the firm's profile within beta.Certify.sba.gov. Your firm must not misrepresent its WOSB certification on status to any other party including any local or State government contracting official or the Federal government or any of its contracting officials.

If you have any general questions regarding the WOSB program, you may submit them to the SBA via the help tab at <https://beta.certify.SBA.gov/help/> or check the SBA website, www.SBA.gov/wsobready

Again, congratulations!

Bibi Hidalgo

Associate Administrator

Office of Government Contracting

T R I N I T Y

FURNITURE CATEGORIES:

All below product categories are manufactured by Trinity Furniture, Inc. in its manufacturing facility in NC.

- Ancillary furniture products
- Auditoriums and theaters
- Cafeteria
- Classroom / educational / dormitory
- Conference or breakroom / training
- Healthcare / medical / therapy practices
- Lactation rooms and furniture pods
- Library
- Lounge / reception
- Office
- Seating / chairs
- Tables / meeting conference room
- Work stations

Warranty COMMERCIAL PRODUCTS

Does not include Facelift

Trinity Furniture warrants all products for ten (10) years against manufacturing and factory defects, excluding covering materials, under single shift service for the original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids the warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty is applicable only to those parts actually manufactured by Trinity Furniture Incorporated. For purchased parts, we will apply exactly the same warranty that is extended to us by our suppliers. Trinity Furniture shall not be liable for consequential or incidental damages arising from any product defects.

FACELIFT

Trinity warrants all Facelift products for the life of the product against manufacturing and factory defects, excluding covering materials, under normal single shift service for original purchaser. During this period Trinity Furniture, at our option, will replace, repair, or return the purchase price of any merchandise that, upon our inspection, is deemed to be defective. This constitutes the sole and exclusive remedy to the customer. Damages resulting from freight, claimed or unclaimed, from accident, alteration, tampering, misuse, negligence or abuse voids this warranty. In the event any product has to be returned to the factory for verification of a complaint, it must be shipped prepaid and include written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order must be provided. Because of natural variations on materials over which Trinity Furniture, Inc. has no control, this warranty does not extend to color, grain or texture of wood, leather or upholstery cover. This warranty if applicable only to those parts actually manufactured by Trinity Furniture, Incorporated. For purchased component parts, we will apply exactly the same warranty that is extended to us by our supplier. Trinity Furniture, Inc. shall not be liable for consequential or incidental damages arising from any product defect.

Continued...

T R I N I T Y

For Normal use Life Expectancy and replacement parts:

Facelift Products : Single shift service for original purchaser – lifetime warranty based on a depreciable lifetime.

Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Commercial Products: Single shift service for the original purchaser – 10 year life expectancy. Replacement parts available based upon factory review of situation. Replacements parts will be available under the warranty or for purchase depending on the situation.

Trinity has a take back program that is available for all product within its line. Please see below policy for reference.

TRINITY

FURNITURE INCORPORATED

PO BOX 150 TRINITY, NC 27370 336-472-6660, Fax 336-475-0037 E-Mail sales@trinityfurniture.com

Extended Product Responsibility / Take Back & Salvage Program

Green furniture manufacturer Trinity Furniture announces their new guaranteed buy-back program, designed to ensure continuous use of their furniture pieces throughout many generations.

As Facelift seating products reach the end of their lifecycle, Trinity Furniture offers a service to reclaim them for recycling and salvage. Furniture can be disassembled into individual components and shipped back to our facility for processing. This is possible because of the methods used during the manufacturing process whereby components are attached together with machine screws and T-nuts.

These salvaged components are then either recycled for their respective raw materials, or refurbished for reuse in new products.

The program works by allowing the customer to request a buy-back from Trinity when the reasonable lifespan of the Facelift piece has been reached with the goal to keep the furniture or the materials within use and not in a landfill. "It's a cradle-to-cradle concept but with the added benefit of ensuring a piece will get used by others for many generations" says founder Jorge Lagueruela.

Trinity says it expects to create awareness amongst its customers around the importance of the creation-disposal cycle of the products they buy. The responsibility is being shared by Trinity and the customer in this case, but the hope, says Trinity management, is to initiate awareness amongst customers as well to take into account lifespan responsibility for all their purchases. According to the company the reclaimed piece will either be restored/renewed or sent to the factory to have the raw materials reused in new pieces of furniture. "We hope that the vast majority of our customers will never feel the need to use this service, but we want it to be available regardless.

T R I N I T Y

Value added products & services

Trinity's biggest value-added proposition is the companies "Facelift" line. This line of furniture is built with public spaces first of mind. Every piece included in this collection has completely removeable covers. This will allow the end user to change out in case of a stain or just switch out if a designer no longer likes the color scheme in a space. In addition, underneath the removable cover is an antimicrobial moisture barrier that is able to protect the piece from water, blood, vomit, or any other item that might fall onto it during its lifetime. The purpose is to make sure the core of the furniture can last multiple lifespans. Then it can be renewed for the end user at a much lower cost than the cost of new furniture. Lastly, Trinity's Facelift product has entirely replaceable components that allow the end user to replace anything on the piece in the field if needed. If a leg or an arm is destroyed by the public or a cleaning crew it can be replaced quickly & easily in the field. This is all backed by a lifetime warranty proving that Trinity stands behind their products.

Trinity has a long history of working in the public sector. Since 1986 Trinity has been producing soft seating & tables for the highest levels of the US federal government such as the US House of Representatives, the Senate, & US military bases all over the world. In addition to just Federal, Trinity's involvement with state and local contracts has helped to place our furniture in district courthouses & college's/universities all over the US. We are very proud of this and hope this shows the level of quality our team produces.

Because of the above our customer service team is readily able and willing to help from their history working in this environment. Our customer service team has over 50 years collectively working in furniture & has been exposed to just about any and every situation imaginable. If a question or problem arises our team will be available to help in any situation.

T R I N I T Y

Innovation

Recent innovation the company is proud of includes new product that was just launched. Trinity launched a recliner under the name “Ace” designed specifically for senior living. In the senior living environment cleaning is always an issue. We engineered a magnetic seat that can be lifted up to clean any debris that have dropped. Underneath the magnetic seat there is a fully encapsulated seat barrier that does not allow anything to fall through. This will allow the cleaning crew to come into rooms or lobby areas & just lift the seat and clean as needed every day. We made this recliner at the request of a certain facility and felt so great about the product we are launching commercially.

The Facelift product is not a recent innovation but when it was launched it was one of the first of its kind. We feel Trinity led the commercial contract furniture movement into replaceable cover pieces. It started when the company was working with a military base overseas and has expanded into public space and healthcare systems throughout the US. By designing every single Facelift piece to have completely removeable covers and completely removeable components the end user gets a product that can span multiple life spans. If a cover is torn or a leg is destroyed by someone in the field, the end user can easily call our customer service team and just replace what is needed instead of an entire chair.

Trinity works with all of the major fabric players in the contract industry. The sales reps for these companies keep us well informed of innovative new items and what will be coming out to change the industry.

For wood finishes, Trinity has a standard feature of an antimicrobial additive in all of its wood finishes. This is standard with no upcharge. Custom color requests are also no problem at all as Trinity works very close with its wood finish vendor. A custom color can typically be turned around in a few days.

Future innovation

Future innovation is something that is constantly going on in our factory. We have an inhouse designer who doubles as an engineer. We take advantage of this when customization comes into play. We are very quick to work with our customers on anything they need. We try to make it known that just because it isn't in our line package or isn't a specific dimension doesn't mean it is not something we can do. We constantly are altering dimensions on chairs at the request of our customers. This is possible due to everything being manufactured in house removing the middle man out of the equation.

Trinity is working with our finish supplier to enhance the wood finishes currently offered. Currently the wood finishes have a antimicrobial additive and we are working with our finish supplier on achieving an antibacterial additive as well. We are hopeful by the first of 2023 this will be available. This would be a major breakthrough for wood healthcare or public space furniture.

Trinity just launched its case goods line in 2021 and we see innovation being possible here as well. The line package started small but we are working every day with customers to find out what is needed. This has allowed us to pick and choose how the line will grow. By producing this in NC we are able to control what is needed and available. We feel if any facility runs into a need or problem, we can come up a solution quickly.

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

Offeror:

Trinity Furniture, Inc.

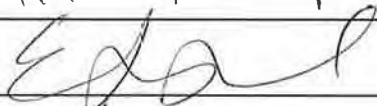
Address:

6089 Kennedy Rd.

City, State, Zip:

Trinity NC 27370

Authorized Signature:



Date:

6/17/22

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor

Trinity Furniture, Inc.

Print Name

Evan Lagueruela

Address

6089 Kennedy Rd.

City, State, Zip

Trinity NC 27370

Authorized signature



Date

6/17/22

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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

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

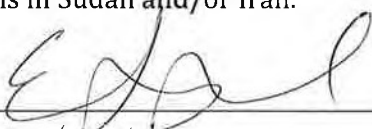
Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

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

Authorized signature

Date


6/17/22

Antitrust Certification Statements (Tex. Government Code § 2155.005)

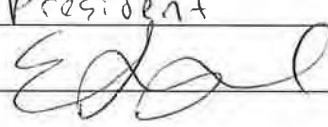
I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name	Trinity Furniture, Inc.
Address	6089 Kennard Rd.
City/State/Zip	Trinity NC 27370
Telephone No.	(336) 472-6660
Fax No.	(336) 475-0037
Email address	Sales@Trinityfurniture.com
Printed name	Evan Lasuervela
Position with company	President
Authorized signature	

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

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

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

CIVIL RIGHTS / TITLE VI REQUIREMENTS

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

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

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

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

DISADVANTAGED BUSINESS PARTICIPATION

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

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

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

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

ENERGY CONSERVATION REQUIREMENTS

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

FEDERAL CHANGES

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

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

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

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

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

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

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

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

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

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

State Notice Addendum

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

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

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

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



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

April 15, 2025

Evan Lagueruela
Partner
Trinity Furniture, Inc.
6089 Kennedy Road
Trinity, NC 27370
Sent via email to: evan@trinityfurniture.com

Re: Renewal of Region 14 ESC contract # 07-126 Furniture

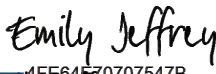
Dear Evan Lagueruela:

Region 14 Education Service Center is pleased to announce it is renewing contract # 07-126 Furniture for the period October 01, 2025 through September 30, 2026, in accordance with the contract.

If you have any questions or concerns, feel free to contact me at (325) 675-7003.

Sincerely,

Signed by:


Emily Jeffrey

Region 14, Chief Financial Officer

Certificate Of Completion

Envelope Id: 0B3EB45A-914E-4EF2-8C6B-FC880C78DB6B

Status: Sent

Subject: Council Legislation - Trinity Furniture

Source Envelope:

Document Pages: 160

Signatures: 5

Envelope Originator:

Certificate Pages: 16

Initials: 0

Procurement Resource Group

AutoNav: Enabled

730 2nd Ave. South 1st Floor

Envelopeld Stamping: Enabled

Nashville, TN 37219

Time Zone: (UTC-06:00) Central Time (US & Canada)

prg@nashville.gov

IP Address: 170.190.198.185

Record Tracking

Status: Original

Holder: Procurement Resource Group

Location: DocuSign

7/30/2025 8:54:26 AM

prg@nashville.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: Metropolitan Government of Nashville and
Davidson County

Location: Docusign

Signer Events

Signature

Timestamp

Elizabeth Jefferson

elizabeth.jefferson@nashville.gov

Security Level: Email, Account Authentication
(None)

Elizabeth Jefferson

Sent: 7/30/2025 9:41:29 AM

Viewed: 7/30/2025 11:12:28 AM

Signed: 7/30/2025 11:14:05 AM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Dennis Rowland

dennis.rowland@nashville.gov

Purchasing Agent & Chief Procurement Officer

Security Level: Email, Account Authentication
(None)

Dennis Rowland

Sent: 7/30/2025 11:14:18 AM

Viewed: 7/30/2025 11:33:17 AM

Signed: 7/30/2025 11:33:28 AM

Signature Adoption: Pre-selected Style

Using IP Address: 208.115.67.124

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jenneen Reed/mjw

MaryJo.Wiggins@nashville.gov

Security Level: Email, Account Authentication
(None)

Jenneen Reed/mjw

Sent: 7/30/2025 11:33:41 AM

Viewed: 7/30/2025 3:51:32 PM

Signed: 7/31/2025 4:24:47 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.100

Electronic Record and Signature Disclosure:

Accepted: 7/31/2025 4:24:28 PM

ID: 05e9c1a3-9a29-43e6-afb9-13e6196fa878

Tessa V. Ortiz-Marsh

tessa.ortiz-marsh@nashville.gov

Security Level: Email, Account Authentication
(None)

Tessa V. Ortiz-Marsh

Sent: 7/31/2025 4:25:03 PM

Viewed: 8/1/2025 1:02:00 PM

Signed: 8/1/2025 1:02:14 PM

Signature Adoption: Pre-selected Style

Using IP Address: 170.190.198.185

Electronic Record and Signature Disclosure:

Accepted: 8/1/2025 1:02:00 PM

ID: 44274ff5-bad6-45a2-8655-f6e49c7a455f

Signer Events	Signature	Timestamp
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		Sent: 8/1/2025 1:02:27 PM
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/31/2025 8:17:59 AM ID: b32b56ba-4672-41b5-92d2-6d7bd2a064f1		
Tessa V. Ortiz-Marsh tessa.ortiz-marsh@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 8/1/2025 1:02:00 PM ID: 44274ff5-bad6-45a2-8655-f6e49c7a455f		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 7/31/2025 9:31:35 AM ID: be736ee8-0543-49c1-bcc4-284286d53112		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via Docusign		
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/30/2025 9:41:29 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

1. **ACCEPTANCE OF TERMS AND CONDITIONS** These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliate's web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference.

2. **MODIFICATION OF TERMS AND CONDITIONS** We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. **YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU.** You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions.

3. **DEFINITIONS** "Account" means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. "Authorized User" means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. "Contract" refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. "Envelope" means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. "Seat" means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. "Service Plan" means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. "Specifications" means the technical specifications set forth in the "Subscription Service Specifications" available at <http://docusign.com/company/specifications>. "Subscription Service" means DocuSign's on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. "System" refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. "Term" means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. "Transaction Data" means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service.

4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSign's provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers ("Authentication Measures"), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriber's eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more "consumers," such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a “consumer”? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any “consumer” is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization.

5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term “unsolicited mass mailings” includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for “Commercial Electronic Mail Messages” under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply.

6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriber's Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are "clicked" by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is "Unlimited," Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSign's sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional services, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service.

7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSign's website.

8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is "Unlimited," DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSign's sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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