

Request for Proposal (RFP) for Furniture

Solicitation Number: 24-22

Publication Date: Tuesday, June 7th, 2022

Notice to Respondent:

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

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

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

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

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

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

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

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



Competitive Solicitation by
Region 14 Education Service Center

For

Furniture

On behalf of itself and other Government Agencies

And made available through the
National Cooperative Purchasing Alliance

RFP # 24-22

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

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

Instructions to Respondents

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

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

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

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

Tab 1 – Master Agreement

General Terms and Conditions

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

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

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

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

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

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

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.
- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.
- ◆ Pricing
 - All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing
- ◆ Warranty
 - Proposal should address the following warranty information:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment
 - Products
 - Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
 - Construction
 - Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.
- ◆ Safety
 - Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. 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	<u>Borgo Upholstery Ltd o/a Borgo Contract Seating</u>
Address	<u>324 Carlingview Drive</u>
City/State/Zip	<u>M9W 5G5</u>
Telephone No.	<u>416-679-8133</u>
Fax No.	<u>416-679-8139</u>
Email address	<u>sales@borgo.com</u>
Printed name	<u>Lucas Spassiani</u>
Position with company	<u>Vice President</u>
Authorized signature	<u></u>

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of September 1, 2022, by and between National Cooperative Purchasing Alliance (“NCPA”) and Borgo Upholstery Ltd o/a (“Vendor”).
Borgo Contract Seating

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated September 1, 2022, referenced as Contract Number 07-80, 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.

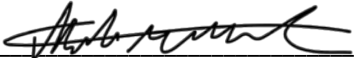
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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:

Borgo Contract Seating
 Name: Lucas Spassiani
 Title: Vice President
 Address: 324 Carlingview Drive
Toronto, Ontario, M9W 5G5 - CANADA
 Signature: 
 Date: July 21, 2022

Tab 3 – Vendor Questionnaire

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

◆ States Covered

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

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

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

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

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

◆ **Minority** **and Women**

Business Enterprise (MWBE) and (HUB) Participation

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

◆ **Residency**

- Responding Company's principal place of business is in the city of Toronto,
~~State~~ of Province of Ontario, Canada

◆ **Felony Conviction Notice**

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

◆ **Distribution Channel**

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

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

◆ **Processing Information**

- Provide company contact information for the following:
 - **Sales Reports / Accounts Payable**
Contact Person: Ivana Vit
Title: Accounts Payable
Company: Borgo Contract Seating
Address: 324 Carlingview Drive
City: Toronto State: Ontario Zip: M9W 5G5
Phone: 416-679-8133 ext 222 Email: accounting@borgo.com

- Purchase Orders

Contact Person: Chris Wade

Title: Customer Support

Company: Borgo Contract Seating

Address: 324 Carlingview Drive

City: Toronto State: Ontario Zip: M9W 5G5

Phone: 416-679-8133 ext 223 Email: support@borgo.com

- Sales and Marketing

Contact Person: Toby Ball

Title: National Sales Manager

Company: Borgo Contract Seating

Address: 324 Carlingview Drive

City: Toronto State: Ontario Zip: M9W 5G5

Phone: 805-610-5673 Email: toby@borgo.com

- ◆ Pricing Information

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

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

Yes No

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

Yes No

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company’s official registered name.

Borgo Upholstery Ltd o/a Borgo Contract Seating

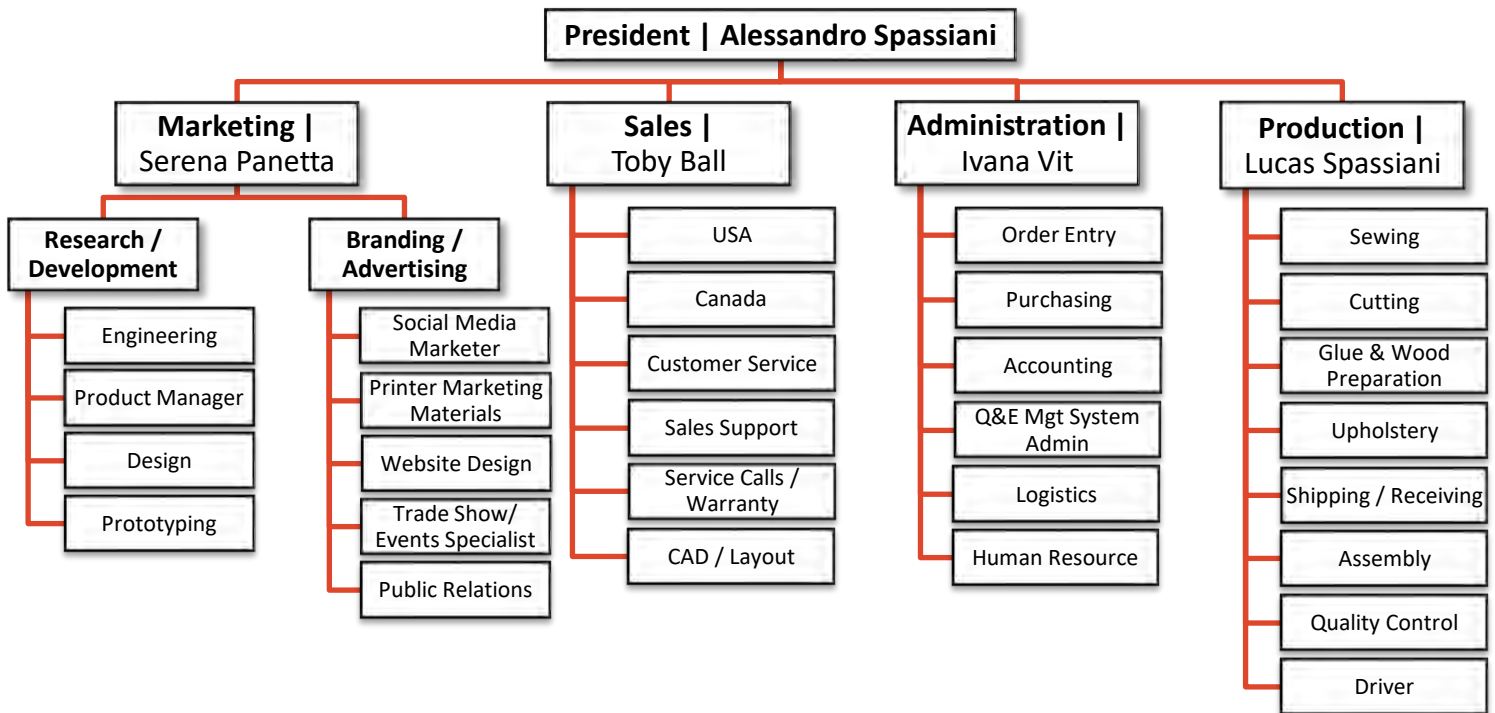
- ◆ Brief history of your company, including the year it was established.

Borgo® Contract Seating was founded in 1984. We are a wholly Canadian owned company manufacturing in Toronto, Ontario. Over the years, Borgo® has become known for the quality of its products, and its commitment to service, which is reflected in the number of repeat clients. The consistently well-manufactured product that we produce and our service record, we have been awarded both ISO 9001 & 14001 certification.

- ◆ Company’s Dun & Bradstreet (D&B) number.

247639206

- ◆ Company’s organizational chart of those individuals that would be involved in the contract.



- ◆ Corporate office location.
 - ▶ List the number of sales and services offices for states being bid in solicitation.
 - ▶ List the names of key contacts at each with title, address, phone and e-mail address.

See Appendix B: Corporate, Sales and Distribution Contacts

- ◆ Define your standard terms of payment.

Net 30

- ◆ Who is your competition in the marketplace?

Fixed Seating Lecture Hall, Classroom and Training Rooms: Kl, Irwin and Hussey

All Other Seating Lounge, Common Area, Multi-Purpose, Task, Lab, Healthcare, Hospitality and Custom:
Steelcase, Haworth, MillerKnoll, Kimball, Teknion, Allsteel and OFS Brands

- ◆ What differentiates your company from competitors?

Fixed Seating: Borgo is a leading manufacturer of fixed seating solutions that range from lecture halls, classrooms, courtrooms, auditoriums, training rooms and performing arts centers. From Anti-Panic Tables to built-in multimedia units, Borgos offer technologically advanced, high-quality, durable and comfortable solutions for any environment.

Custom Solutions: We recognize that sometimes, a space requires a chair that is entirely unique; therefore, we are thrilled to say that beyond our standard portfolio, we also offer custom solutions. The products include but are not limited to booths and banquettes, fixed seating solutions, as well as common area and lounge seating. Products manufactured to our customers custom specifications makes up 28% of our overall sales and with our past success, we are projecting that this number will grow in the years to come.

Industry Leading Quick Ship Program: Borgo is proud of the success of our industry leading Quick Ship Program. From a curated selection of our products in our lounge, multi-purpose and office seating categories and within a

certain quantity, Borgo guarantees that the order will be manufactured and shipped out of our facility within 10 business days.

Design / Layout Consolation: In an effort to serve our customers better, Borgo works directly with the customer and end user throughout the entire designing and manufacturing processes. Through these consultations, we are able to fully understand the scope of work and acknowledge the requirements and limitations of the environments.

Longstanding Warranty: Borgo offers our customers a standard warranty of up to ten years. We at Borgo believe in the quality of our products and trust that our furniture will be dependable and comfortable for many years to come. We take pride in our furniture, as our seating is an extension and showcase of who we are at Borgo.

◆ Describe how your company will market this contract if awarded.

NCPA Contract Brochure: This printed brochure will outline the details of the NCPA contract and Borgo's participation. The information will include the Contract Number, contract validity, and scope of work. These brochures are distributed to Borgo's sales representatives and dealers across the United States of America.

See Appendix D: NCPA Brochure

Email Marketing: Borgo will include communications regarding our NCPA contract at least once per calendar quarter to our sales representatives, dealers, targeted end user and customers. These emails will inform them of the contract details, general information, new products and services and important updates.

NCPA Web Page: NCPA will have a dedicated web link under Borgo's contract web page that outlines the details of Borgo's participation in the contract.

Social Media: Borgo will promote our participation in the NCPA Contract on all our platforms, including LinkedIn, Instagram and Twitter.

My Resource Library: Borgo is a participating member of My Resource Library (MRL). Borgo will ensure that our participation in the NCPA Contract will be displayed in our binder.

Sale Representatives & Dealers: Borgo's team of highly trained Sales Representative and Dealers will be sure to market this contract to eligible customers.

◆ Describe how you intend to introduce NCPA to your company.

Personnel Training: Should Borgo be awarded the NCPA Contract, all company personnel will be trained on the contract details and how its introduction will affect future orders by ways of employee meetings and training sessions, conference calls, and trade shows information sessions.

NCPA Contract Manual: This printed manual will outline the details of the NCPA contract and Borgo's participation. The information will include the Contract Number, contract validity, and scope of work. These brochures would be used by Borgo's sales representatives and dealers across the United States of America.

Sales Representative Training Book: Every 6 to 12 months, Borgo prints a dedicated training book for our sales representatives. This training book includes valuable information and resources concerning Borgo that provides our sales representatives new information regarding new products and services, contracts and other marketing materials.

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

Throughout Borgo's website, you can access an on-line catalog which include resources such as: Price Lists, Warranties, Terms and Conditions, Product Information, Images, Sales Tools (Brochures, Catalogs, Training Sheets, Information Guides, Product Matrixes), Case Studies & Portfolio Pieces, CAD Files, Checklists (For Fixed Seating and Custom Booths & Banquettes) as well as Textile and Finish Options.

Currently, all ordering is processed via email, phone or fax. Online ordering is not currently available.

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

Borgo's Customer Service Department:

Email: support@borgo.com

Direct Number: 416-679-8133

Toll Free Number: 1-888-312-6746 (1-888-31BORGO)

Hours: Monday through Friday, 8:00 AM to 5:00 PM

Other customer service requests can be sent to the customer's Dealer or Local Sales Representative.

See Appendix B: Corporate, Sales and Distribution Contacts

- ◆ Green Initiatives (if applicable)

- ▶ As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

As Borgo grows, Borgo wants to make sure we minimize our impact on the Earth's climate. Borgo is taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we as respondents to provide their companies environmental policy and/or green initiative. The Results:

Overall: over 95% of the waste produced in our factories is now being recycled. The amount of waste being sent to the local landfill has been reduced by over 70% and we are continuously working to improve these numbers.

ISO 14001 Certified | ISO 9001 Certified: As a company and community neighbor, we are exceedingly proud of the fact that Borgo manufactures products that are among the most sustainable in the industry. As a manufacturer of seating and case goods, each of us at Borgo understands our responsibility to continuously seek new technology, source progressive materials and develop better processes for producing our products and reducing our footprint on the earth. We are making the effort, and our footprint is getting smaller and smaller.

BIFMA Compliance: This voluntary standard was developed by the Joint Committee on BIFMA e3 Furniture Sustainability using the consensus process described by the American National Standards Institute (NSI) in order to provide the marketplace with a meaningful and measurable standard for the creation of more sustainable furniture by establishing performance criteria that address environmental and social aspects throughout the supply chain, harmonize sustainability standards for the office furniture industry and help to distinguish environmentally preferable business and institutional furniture.

Sustainability: Product Sustainability Certification was awarded August 4, 2009, following an audit by ameriGreen STRATEGIES Certification.

Product Content: Borgo uses rapidly renewable materials and recycled content in more than 50% of our products.

Electricity: Borgo has set an internal limit on kilowatt usage. We have achieved this by making sure lights are turned off when not needed, maximizing natural light, adding motion sensor lights and installing timers on the heating system.

Seating Foam: Only CFC and HCFC Free foams are used in our products. All foam waste is returned to our supplier to be recycled into carpet underlay.

Local Sourcing: Borgo has strategically positioned its manufacturing facilities so that key resources are easily accessed. 90% of our suppliers are within a 50-kilometer (31 mile) radius. This minimizes the fuel and energy necessary to transport these goods to us.

Packaging: Improving our packaging methods is one of the most significant ways we reduce our impact on the environment. All of Borgo's packaging is composed of recycled materials. All reusable cardboard is used within our factory and any waste cardboard is recycled by a service and turned into other products.

Hardwood Lumber & Veneers: All our wood materials come from areas in Canada and the United States that maintain the practice of sustained forest management. The practice of harvesting sustainably grown timber in North America has increased the size of hardwood forests, with more trees being planted every year.

Finishing & Chemical Materials: All chemical waste is sent to a waste management firm for reprocessing. Internal solvent emissions are tested regularly for compliance with Ministry of the Environment standards.

Refurbish, Reupholster & Repair: We are a strong believer in giving new life to old products.

Delivery & Installations: Borgo encourages the option of blanket wrapping for all our products to significantly reduce the use of packaging material.

Printed Materials: Internal and external materials including marketing brochures, office forms, and envelopes are printed on recycled paper. All efforts are made to minimize the amount of paper used by exchanging hard copies for soft. When the use of paper is necessary in the offices and plant, it is recycled through a local recycling program. This program also includes glass, aluminum cans and newsprint.

Fabrics & Leathers: In our upholstery process, all waste is recycled into decking for chair and sofa seats, except for leather scraps, which are sold to recyclers for use in other products.

- ◆ Anti-Discrimination Policy (if applicable)
 - ▶ Describe your organizations' anti-discrimination policy.

See Appendix E: Anti-Discrimination Policy

Along with our Workplace Harassment, Workplace Violence and other Policies our Anti-Discrimination Policy can be found on our website at <https://borgo.com/policy/>

- ◆ Vendor Certifications (if applicable)
 - ▶ Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

See Appendix F: Borgo Certifications

Tab 5 – Products and Services

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

See Appendix G: Borgo Warranty

- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:

We offer multiple products in each of the highlighted categories below:

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

Tab 8 – Value Added Products and Services

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

See Appendix J: Value Added Products and Services

Tab 9 – Innovation

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

See Appendix K: Innovation

Tab 10 – Required Documents

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

Federal Funds Certifications

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

CERTIFICATION OF ACCESS TO RECORDS

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS


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

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

Offeror: Borgo Upholstery Ltd o/a Borgo Contract Seating

Address: 324 Carlingview Drive

City, State, Zip: Toronto, Ontario, M9W 5G5 - CANADA

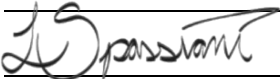
Authorized Signature: 

Date: July 21, 2022

Clean Air and Water Act & Debarment Notice

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

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

Potential Vendor	Borgo Upholstery Ltd o/a Borgo Contract Seating
Print Name	Lucas Spassiani
Address	324 Carlingview Drive
City, State, Zip	Toronto, Ontario, M9W 5G5 - CANADA
Authorized signature	
Date	July 21, 2022

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

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

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

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

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

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

Fingerprint & Background Checks

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


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

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

Business Operations in Sudan, Iran

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

Authorized signature



Date

July 21, 2022

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

Company name Borgo Upholstery Ltd o/a Borgo Contract Seating

Address 324 Carlingview Drive

City/State/Zip Toronto, Ontario, M9W 5G5 - CANADA

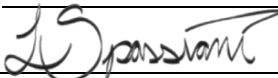
Telephone No. 416-679-8133

Fax No. 416-679-8139

Email address lucas@borgo.com

Printed name Lucas Spassiani

Position with company Vice 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

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



Appendix G Warranty

Warranty

Limited Lifetime Warranty

Borgo Contract Seating warrants that all Borgo Brand Products will be free from defects in material and workmanship for as long as you, the original purchaser/user owns the product, except as STATED below. This warranty applies only to original purchaser/user obtaining the seating directly from an authorized Borgo dealer AND PAID IN FULL BY THE AUTHORIZED DEALER. Warranties are in effect from the date of invoice and on product manufactured after January 1, 2021.

This warranty excludes normal wear and tear, damage caused during shipment and storage, damage due to accident, improper use, negligence, abuse, unauthorized alterations, improper installation, rental usage, EXTREME CLIMATE CONDITIONS. THE WARRANTY ALSO EXCLUDES THE USE OF NON-STANDARD MATERIALS IN THE MANUFACTURING PROCESS AS SELECTED BY AND REQUESTED BY THE PURCHASER/USER. The Borgo warranty is based on normal use of an eight-hour day, five days a week by individuals weighing 300 lbs or less.

Borgo will at its option, repair or replace with comparable product, any product, part or components which fails under normal use as a result of such defect. When repairing or replacing a defective product, Borgo does not guarantee a color match in dye lots, wood grain, stain and fabric patterns. When repairing or replacing a defective product pursuant to this paragraph, the customer acknowledges that all work must be performed by an authorized Borgo dealer operating within reasonable proximity to the customer, as determined by Borgo. In the event that no authorized Borgo dealer operates within a reasonable proximity to the customer, as determined by Borgo, Borgo reserves the right to arrange to have the products in question shipped to its factory in Toronto, Canada for purposes of repairing or replacing any product under this warranty. The warranty herein shall be void in the event that any repair or replacement of a defective product is undertaken by anyone other than Borgo or an authorized Borgo dealer without the written consent of Borgo.

Borgo does not warranty labor and transportation and will not authorize any warranty on parts without the appropriate warranty numbers (*label with serial number listed underneath the seat WILL VALIDATE WARRANTY. If the label is removed the warranty is void), A WARRANTY NUMBER EXAMPLE IS, C-3604-3-504-9900001. All claims with respect to any product alleged to be defective must be submitted in writing.

Borgo makes no express or implied warranties, except as stated, as to any product and in particular makes no warranty of fitness for a particular purpose, other than the express warranties contained herein. There are no other warranties expressed or implied. Borgo shall not be liable for any consequential, economic or incidental damage arising from any product defect.

This warranty applies only to Canada and the United States.

List of Warranty Limitations:

Ten Years

- Gas Cylinder
- Soft Seating

Five Years:

- Fabric (excluding COM & COL)
- Foam (Upholstery)
- Mechanism (Ergonomic and Recliners)
- Arms
- Casters
- Glides
- Wood Chair Frames and Bases

One Year:

- Electrical Devices

Warranty

Fixed Seating Warranty

Effective Date: Product Shipped after January 1, 2021

BORGO CONTRACT SEATING warrants products purchased hereunder to be free from defects in materials and workmanship for a period of fifteen (15) years from date of purchase. We will repair or replace, at our option, any product that we determine to be defective as a result of faulty material or workmanship. In no event shall our liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where product has been abused, mishandled or subjected to use other than for which it was designed. For the purpose of this warranty, normal wear to the product finish shall not be considered a defect. There are no other warranties expressed or implied.

EXCLUSIONS AND CONDITIONS: This warranty excludes and does not apply to:

- Conditions of other than normal wear and tear, of abuse, of neglect, of vandalism or misuse – all as determined by Borgo Contract Seating in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts or consumable components
- Products not installed by Borgo Contract Seating approved installers and/or not installed in accordance with Borgo Contract Seating Installation/Application Instructions
- Products not properly maintained in accordance with Borgo Contract Seating Operating and Maintenance Procedures
- Customers own material, leather and non-standard material and color finishes whether purchased by the customer or Borgo Contract Seating
- Natural variations occurring in wood and leather and/or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects
- Product color fade

In the event of repair or replacement of the defective product (or defective component thereof) there is no responsibility for the matching of color, grain, fabric or texture except to within commercially acceptable standards, as determined by Borgo Contract Seating in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by Borgo Contract Seating in the specific circumstance. Borgo Contract Seating is not liable for consequential or incidental damage arising from any product defect.

WARRANTY NOTICE ADDRESS: **Borgo Contract Seating,**
Attn.: Fixed Seating Product Warranty/Customer Service
324 Carlingview Drive,
Toronto, Ontario, M9W 5G5

or

Email: support@borgo.com



Appendix K Innovation

Appendix K: Tab 9 - Innovation

Innovation with Borgo

Innovation is the act of recognizing a need in the marketplace and developing a concept that meets those needs.

Recent Innovation: Over the last few years, Borgo has developed a greater presence within the U.S. Higher Education community, thus we have received growing requests to accommodate ADA positions within “Fixed” Classroom and Lecture Hall environments. Proper and equal furniture access for those with disabilities has historically been an afterthought, leaving many to settle for a “less than adequate” solution. To address this effort, in accordance with the Americans with Disability Act, we have responded with new product additions and alterations to our standard products to allow individuals with disabilities to be a part of the mainstream classroom. Sales with these new products now represent about 5% of our public sector sales.

Award Winning Designs: In the last decade Borgo has designed, manufactured and sold 10 award winning solutions. These products have been recognized by some of the world’s leading design organizations, including, IIDA, Interior Design Magazine, NeoCon, IIDEX and My Resource Library. Some of these designs include:

- Flex, an indestructible multi-purpose chair made of an extremely flexible bio-engineered polymer.
- Privée, first to the market for acoustical private seating, reducing sounds up to 15 dB.
- Zero9, a multi-purpose chair that can stack and nest with a tablet.

Smart Classroom Solutions: Commonly referred to as the Smart Classroom, there is a need to design or renovate new and existing classrooms to integrate technology to foster a better teaching and learning environment. Some of these numerous accessory and technology solutions that Borgo offers our customers include:

- **Built-in multimedia** (Power, USB and Data) connections that are built either into the unit for every user by being routed from the floor directly into the post, under the table surface, or on top of the table surface for concealed wire management.
- **An exclusive patented Flip-Up Anti-Panic table system** that is extremely important in case of an emergency when quick and safe exits are necessary. When the user stands up, the seat automatically flips up and at the touch of the body, the Anti-Panic table moves into the stow away position. In addition, all structural components and connections are rounded, eliminating sharp edges and any safety concerns.
- **Pulito, a non-toxic, chemical-free, odorless disinfecting solution for smartphones** that uses UV-C lights that can be built into the majority of Borgo’s soft seating units.

ADA Solutions: Borgo has designed and introduced multiple products in the last five years that address the needs of users with disabilities. With innovation also comes equality. Borgo is revolutionizing the products and services that we offer to our consumers, and we are incorporating new ideas into our organization in order to encourage equal opportunity and access for all. Much of the progress made in the world so far is a direct result of The Americans with Disabilities Act. Recognizing the need to prohibit the unjust discrimination against individuals with disabilities is the first step to success. Higher educational institutions are beginning to recognize the need for accessibility. For example, individuals with limited mobility, such as those requiring a wheelchair, are oftentimes limited to which areas of the lecture hall they are able to access. Borgo has the privilege to aid these institutions in implementing different accessibility options for the students and staff. While lecture halls built in recent years are designed to include dedicated ADA spots, it is the existing lecture halls that pose a problem of where individuals requiring a wheelchair can sit comfortably and have access to a writing table. One of the products that Borgo has begun to offer to its clients is an adjustable, standalone, fold-away writing table. Standard writing tablets are typically attached to the arm of a fixed chair. The idea behind this new product is that it offers the institutions the ability to incorporate these compact tables into their existing lecture halls in locations that are easily accessible. It is also important to note that not all wheelchairs are built the same. That is why it is essential that this table is height adjustable, so that the user can customize the height of the table to suit their specific needs. In this case, this product is the evolution of an existing product in order to make a positive and meaningful impact on society.

Future Innovation with Borgo

Lecture Hall Density: Our renewed alliances with Europe's leading furniture manufacturers keep Borgo at the forefront of product design aimed at providing our customers with solutions to match their specific requirements. Multiple projects in the process include more efficient classroom and lecture hall configurations allowing users the ability to increase the density in the space by allowing more students per classroom. On average, these new products lines will fit 15% more students in the same classroom. Timeline: Late 2022 to early 2023.

Environmental Innovation: Borgo is currently working with fabric suppliers that are integrating new technologies into their fabric programs in order to improve the durability and quality of the textiles, whilst aiding in the world mission of environmental sustainability. With this initiative, we will be incorporating the following into our vendor program:

- New environmentally friendly fabrics that are created using recycled performance yarns and contain plastic derived from bottles. Timeline: Late 2022
- Moisture barrier, eco-friendly, stain repellent fabrics that offer the most rigorous protection for fabrics used in highly demanding settings, including healthcare and educational institutions. Timeline: Fall 2022
- Sanitation continues to dominate the core of our global society; therefore, we are offering our customers more textile options that are resistant to bleach, peroxide and disinfectant-based cleaners. Timeline: Late 2022



Appendix E Anti-Discrimination Policy

Borgo Upholstery Ltd o/a Borgo Contract Seating
Request for Proposal (RFP) for Furniture

ANTI-DISCRIMINATION POLICY

Borgo Contract Seating is committed to ensuring a workplace free of harassment, bullying, and discrimination. In pursuit of this, Borgo Contract Seating will not tolerate any harassment, bullying, or discrimination within the workplace. Borgo Contract Seating is further committed to investigating any complaints regarding workplace harassment, bullying, and/or discrimination, using the method of corrective action, up to and including the point of termination of employment for the perpetrator(s).

Canada's Criminal Code specifically lays out matters such as violent acts, sexual assault, threats, and behaviours such as stalking. In the event of any of the above, Borgo Contract Seating will immediately contact the police.

Furthermore, Borgo Contract Seating will ensure equal treatment for its employees, including, but not necessarily limited to, the following processes:

- Job applications
- Recruitment
- Training
- Transfers
- Promotions
- Apprenticeship terms
- Dismissal
- Layoff

Borgo Contract Seating will also ensure that this right to equal treatment is upheld in the areas of rate of pay, overtime, hours of work, holidays, benefits, shift work, discipline, and performance evaluations.

DEFINITIONS

Harassment is defined by the *Ontario Occupational Health and Safety Act* as “engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome.” This definition includes sexual harassment, personal harassment, psychological harassment, and bullying.

Workplace harassment does not include reasonable actions taken by an employer or supervisor relating to the management or direction of workers in the workplace.

Sexual Harassment under the Occupational Health and Safety Act is defined as “Engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome”, or making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.”

Note that this Anti-Discrimination Policy is administered in conjunction with Borgo Contract Seating's Human Rights Policy and includes freedom from discrimination under any of the grounds established by

the *Ontario Human Rights Code*, including race, ancestry, place of origin, colour, ethnic origin, citizenship, creed (religion), sex (including pregnancy), sexual orientation, gender identity, gender expression, age (18 and over), marital status (including same sex partners), family status, disability, and record of offences.

Common harassing behaviours can include (but are not limited to):

- Rumour spreading;
- Jokes about sex;
- Email chains with jokes about specific individuals;
- Excluding individuals from work-related activities;
- Reviewing work unfairly or trivial fault-finding; and
- Belittling behaviour or comments.

Harassment can either occur over a period, or in a specific instance, depending on the specific situation.

POLICY

Borgo Contract Seating is committed to upholding the Human Rights of all employees.

Specifically, Borgo Contract Seating will ensure that every employee has a right to equal treatment under the protected grounds and aspects of employment established by the Ontario Human Rights Code.

PROTECTED GROUNDS:

- Age
- Ancestry, colour, race
- Citizenship
- Ethnic origin
- Place of origin
- Creed
- Disability
- Family status
- Marital status (including single status)
- Gender identity, gender expression
- Record of offences (in employment only)
- Sex (including pregnancy and breastfeeding)
- Sexual orientation

Borgo Contract Seating will not discriminate against any of its employees under any of the protected grounds outlined above.

Borgo Contract Seating encourages any of its employees who witness or who are victim to harassment, bullying, or discrimination to bring forward the information as soon as possible so that an investigation may immediately commence.

In pursuit of a harassment-free environment, Borgo Contract Seating is committed to fully preventing and/or addressing any instances of harassment, including sexual harassment, by:

- Providing education and training to ensure that all employees understand their rights and responsibilities regarding harassment;
- Ensuring that supervisors understand how to respond to incidents of harassment, including how to collect information, how to act, how to deal with confidentiality, how to document, and how to keep records;
- Methodically monitoring or adjusting Borgo Contract Seating's systems for any barriers, including any barriers regarding any protected grounds laid out in *the Ontario Human Rights Code* and Borgo Contract Seating's Human Rights Policy;
- Reviewing their Anti-Discrimination program with the Health and Safety Committee
- Providing a procedure for complaints (outlined below) that is fair, timely, and effective; and
- Ensuring to promote appropriate standards of conduct.

This policy also prohibits any person at Borgo Contract Seating who is able to grant or deny a benefit to another employee from sexually soliciting or making advances on that person. This could include co-worker to co-worker, or supervisors and managers to employees. Further, any reprisals for the rejection of these advances are not permitted.

Borgo Contract Seating will also not permit the creation of a poisoned work environment, as created by comments or any forms of conduct that are known to be unwelcome. Borgo Contract Seating will investigate all complaints to prevent this poisoned environment.

In addition, any employees who experience harassment or discrimination while in the course of work for Borgo Contract Seating have the right to file a complaint without any fear of reprisal. Borgo Contract Seating will ensure that an investigation is conducted into any incidents or complaints of workplace harassment or discrimination, as appropriate.

Employee and Supervisor Responsibilities

All Borgo Contract Seating employees have the responsibility to adhere to the contents of this policy and refrain from enacting or condoning any form(s) of harassment or discrimination. Further, all employees have the responsibility of fully cooperating in any investigations into complaints of harassment or discrimination.

All Borgo Contract Seating supervisors or managers have an additional responsibility of acting immediately upon either receiving a complaint of harassment or discrimination or witnessing it themselves. Supervisors and managers are responsible for the creation and maintenance of a harassment and discrimination-free workplace and must immediately investigate as soon as any forms of harassment become known in the workplace.

Duty to Accommodate

Borgo Contract Seating has a duty to accommodate employees to eliminate negative treatment based on the prohibited grounds of discrimination. Borgo Contract Seating will accommodate to the point of undue hardship which can only be considered when adjustments to a policy or practice would incur financial cost, necessitate outside funding, or create risks to the health or safety of a person.



Appendix D NCPA Brochure



NCPA Contract MEMBER INFO

Offering NCPA Members purchasing solutions for a variety of environments

Excellence in Contract Seating:

- Lounge & Common Areas
- Multi-Purpose
- Auditorium / Lecture Hall / Classroom
- Specialty



Borgo Contract Number: **XXXXXXXX**
Valid Through **XXXXXX XX, XXXX**

Contract Information

Borgo Contract Number:

XXXXXXXX

Contract Term:

XXXXXX XX, XXXX through XXXXXX XX, XXXX

Products Available:

All items offered by Borgo.

Eligible Members:

NCPA currently serves entities, such as nonprofit organizations and state and local governments, including but not limited to:

- K-12 School Districts
- Charter Schools
- Private Schools/Daycare Centers
- Colleges and Universities (State and Private)
- Cities/Municipalities/Counties
- Parishes/Churches
- Charitable Organizations
- State Agencies
- Emergency Services Districts
- Other entities with legislated purchasing/bidding requirements



NCPA Member Pricing

End User Discount:

- 52% off the list price (invoiced by the Participating Dealer).
- Installation and other services can be negotiated independently by the Participating Dealer and added to their invoice.



NCPA

National Cooperative Purchasing Alliance



For more information or questions regarding the NCPA contract, please contact:

Borgo Customer Service
Telephone: 416.679.8133
Toll Free: 1.888.312.6746(31.BORGO)
Email: support@borgo.com



Borgo Contract Seating
324 Carlingview Drive Toronto, Ontario M9W 5G5
borgo.com | sales@borgo.com
T. 416.679.8133 | Toll Free. 1.888.312.6746



Appendix J Value Added Product and Services

Borgo Upholstery Ltd o/a Borgo Contract Seating
Request for Proposal (RFP) for Furniture

Appendix J: Tab 8 -Value Added Products and Services

We at Borgo are tasked with looking at usual and seemingly ordinary objects, such a chair, with an unusual and abstract point of view. We must envision the environment that the chair will fit into and analyze how the seating solution will be best used within the space; therefore, we do our best to embrace the concept that creativity is limitless, and possibilities are endless.

Value Added Products & Services

Custom Solutions: Products manufactured to our clients' custom specifications make up 28% of our overall sales. These items include but are not limited to Booths and Banquettes, Fixed Seating and Common Area/Lounge solutions. The custom design process is standardized within our factory with a key advantage over others being we can create the entire order in-house vs. sub-contracting. This allows a flexible approach while working with the Designer and End User enabling us to provide the perfect tailor-made solution.

"Made to Order" Quick Ship Program: Borgo offers an extensive 10-Day QuickShip Program including all popular models in our Lounge/Common Area, Multi-Purpose and Office Seating categories. The key differentiator versus other manufacturers centers on our ability to offer "made-to-order" product meeting the specific and urgent needs of the customer over and above the limited "in-stock" options typically promoted by our competitors.

High Design at Mid-Market Prices: Borgo is the perfect alternate or option to our Industry's larger manufacturers known for "high-design/higher priced" seating solutions. As a partner to three of the top Italian design firms known for their innovation and style, Borgo can offer a portfolio that combines high quality and leading edge design at moderate or "mid-market" price points.

"Fixed Seating" Consultations and Presentations: "Fixed Seating" Projects involving Lecture Halls, Classrooms, Training Rooms, Courthouses, etc. typically require a custom-made product or involves a complex layout and/or installation services. In these cases, we will host online consultations directly with the customer to ensure that we design exactly what the customer is envisioning. These consultations allow the end users, architects, general contractors, and the other trades on the site to notify us of their preferences, concerns, and limitations so that we can meet their expectations.

CAD and Design Support: In addition to Fixed Seating projects, our In-House Design Team will work directly with the end user (including the Architects and General Contractors) on layouts for Lounges, Common Areas, Offices, Meeting Spaces, etc. Borgo's goal is to create a layout that meets the customer's requirements and which maximizes their space. Members of our CAD & Design Team include: Dave Chernecki dave@borgo.com, Anita Eunu anita@borgo.com and Rahul Thampy rahul@borgo.com.

Minority and Women Business Enterprise and HUB Participation: Borgo has a distribution network that includes Women Owned, Minority Owned, SDVOSB (Service Disabled, Veteran Owned, Small Business) and HUB Zone dealers. Currently, sales through these reseller classifications exceeds 15% of total public sector sales and our goal to increase this to a minimum of 25% in the next three years.

Progressive Designs: As an example, every part of Borgo's Bentley modular seating line is built with purpose and is committed to protecting the environment from the extractions of raw materials to final disposal. Its module-like design of various pieces allows it to be shipped knocked down (KD) meaning smaller palette sizes, lower shipping costs and reduced fuel consumption. In addition, Bentley's components can be easily removed for convenient cleaning, repair and replacement. Rather than discarding the entire unit and adding excessive amounts of waste into our landfills, this offering is designed with multiple connecting parts which can be removed individually for repair or for replacement, if necessary. Bentley's metal and aluminum components are also made from recyclable materials. Each of us at Borgo understands our responsibility to continuously seek new technology, source progressive materials and develop better processes for producing our products and reducing our ecological footprint.

Other Valuable Mentions

- Custom logo embroidery stitching on textiles
- Vast library of Borgo training materials for sales representatives and dealers
- We offer a product installation option for fixed seating orders
- Industry best 15-year fixed seating warranty far exceeds that of most competitors



Appendix F Certifications



The Registrar Company

This is to certify that the Management System of:

Borgo Upholstery Ltd. o/a Borgo Contract Seating

324 Carlingview Drive, Toronto, Ontario M9W 5G5 Canada

has been assessed by TRC, Inc. and found to be in accordance with the requirements of the following:

ISO 9001:2015



The management system is applicable to the following scope:

Design, manufacture and servicing of commercial seating.

Vanessa Delisle
Chief Compliance and
Accreditation Officer
www.theregistrarco.com



Certificate Number
TRC00712
Original Certification Date
06/17/2012
Current Term Issue Date
06/09/2021
Expiry Date
06/08/2024

1400 Preston Road, Suite 400, Plano, TX 75093 USA | 3-5 Edinburgh Road South, Guelph, ON, N1H 5N8 Canada

This certificate's validity is subject to the organization maintaining their system in accordance with TRC's requirements for systems certification. Validity may be confirmed by using the above TRC Express Verification Code.



The Registrar Company

This is to certify that the Management System of:

Borgo Upholstery Ltd. o/a Borgo Contract Seating

324 Carlingview Drive, Toronto, Ontario M9W 5G5 Canada

has been assessed by TRC, Inc. and found to be in accordance with the requirements of the following:

ISO 14001:2015



The management system is applicable to the following scope:

Design, manufacture and servicing of commercial seating.

Vanessa Delisle
Chief Compliance and
Accreditation Officer
www.theregistrarco.com



Certificate Number
TRC00975
Original Certification Date
10/13/2015
Current Term Issue Date
06/09/2021
Expiry Date
06/08/2024

1400 Preston Road, Suite 400, Plano, TX 75093 USA | 3-5 Edinburgh Road South, Guelph, ON, N1H 5N8 Canada

This certificate's validity is subject to the organization maintaining their system in accordance with TRC's requirements for systems certification. Validity may be confirmed by using the above TRC Express Verification Code.

COMPLIANCE VERIFICATION

ANSI/BIFMA e3-2014 Furniture Sustainability Standard

AmeriGREEN Strategies does hereby award this certification based upon audited and verified data analyzed in accordance with ASTM E2129-05: Standard Practice for Data Collection for Sustainability Assessment of Building Products and ISO 14030: Environmental Performance Evaluation and ISO 19011: Guidelines for Quality and/or Environmental Management Systems Auditing to:

BORGO CONTRACT SEATING

Based upon the published standards of ANSI/BIFMA e-3 2014, AmeriGREEN Strategies has verified the published and confidential documents, invoices, bills of lading, professional certification, and/or other relevant data and has found said data to meet or exceed various elements of the e-3 published standards. From the total available 100 points, the company meets the criteria to earn a total of 48 points, which earns the GOLD Level Certification. Specifically, data has been provided to substantiate that Borgo product are manufactured while employing a number of energy efficiencies; utilize rapidly renewable resources and recycled materials where possible; preserve environmental integrity within the manufacturing and distribution cycles; and offer several end-of-life options that include both component reuse and recycling, and otherwise satisfy the various published criteria for earning points.



10628 Summit Square Drive, Leesburg, FL 34788
352-551-6913

www.AmeriGREENstrategies.com

CERTIFICATION DATE: 1/10/2016

REGISTRATION: AGS-16101

Jaime C. Hayden-Piszczek

MS, LEED-AP, GBI, CHIEF AUDITOR



Ministry of Finance
Retail Sales
Tax Branch
PO Box 623
33 King Street West
Oshawa ON L1H 8H7

Ministère des Finances
Direction de la taxe
de vente au détail
CP 623
33 rue King ouest
Oshawa ON L1H 8H7

Vendor Permit Permis de vendeur

Issued pursuant to Section 5 of the Retail Sales Tax Act
Déjà délivré aux termes de l'article 5 de la Loi sur la taxe de vente au détail

NOT TRANSFERABLE / INCESSIBLE

A copy of this Permit must be kept at each place of business of the Vendor.
Une copie du présent permis doit être conservée dans chaque établissement du vendeur.

Permit No. / N° de permis

1737-2860

Date of Issue / Délivré le

16 AUG 1999

Always refer to the Permit No. when communicating with the Retail Sales Tax Branch.
Veillez toujours mentionner le numéro de permis lorsque vous communiquez avec la Direction de la taxe de vente au détail.

BORGU UPHOLSTERY LIMITED

Operating as: Business Name or Trade Name and Business Address
Nom de l'entreprise ou raison sociale et adresse de l'entreprise

BORGU UPHOLSTERY LIMITED

324 CARLINGVIEW DRIVE
ETOBICOKE
ONTARIO

Minister of Finance
Ministre des Finances



Technical
Standards and
Safety Authority

Ontario Registration for Upholstered and Stuffed Articles

Technical Standards and Safety Act

This Registration is issued to carry on business as a
Manufacturer

Located at:

324 CARLINGVIEW DR.
ETOBICOKE ON M9W 5G5
CANADA

Registration Number:

93U9674

Expires on 25-OCT-2019

BORGO UPHOLSTERY LIMITED
324 CARLINGVIEW DR.
ETOBICOKE ON M9W 5G5
CANADA



Issued by the Director

This Registration Is Not Transferable.

Borgo Upholstery Limited

A committed and proud member of CFIB,
“the big voice for independent business”.



Dan Kelly
CFIB President and/CFO

June 23, 2014

Date

Request ID: 026387617
Demande n° :
Transaction ID: 79825641
Transaction n° :
Category ID: CT
Catégorie :

Province of Ontario
Province de l'Ontario
Ministry of Government Services
Ministère des Services gouvernementaux

Date Report Produced: 2021/07/02
Document produit le :
Time Report Produced: 08:15:30
Imprimé à :

CERTIFICATE OF STATUS ATTESTATION DU STATUT JURIDIQUE

This is to certify that according to the records of the Ministry of Government Services

D'après les dossiers du Ministère des Services gouvernementaux, nous attestons que la société

B O R G O U P H O L S T E R Y L I M I T E D

Ontario Corporation Number

Numéro matricule de la société (Ontario)

0 0 0 6 0 5 8 1 6

is a corporation incorporated, amalgamated or continued under the laws of the Province of Ontario.

est une société constituée, prorogée ou née d'une fusion aux termes des lois de la Province de l'Ontario.

The corporation came into existence on

La société a été fondée le

N O V E M B E R 2 0 N O V E M B R E , 1 9 8 4

and has not been dissolved.

et n'est pas dissoute.

Dated

Fait le

J U L Y 0 2 J U I L L E T , 2 0 2 1



Director
Directeur

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

the entity records on file in this office disclose that Borgo Upholstery L.L.C. a North Carolina entity, qualified in the State of Alabama on December 2, 2021. The Alabama Entity Identification number for this entity is 955-350. I further certify that the records do not disclose that said qualification has been revoked, cancelled or terminated.



20211203000015502

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

12/03/2021

Date

John H. Merrill

Secretary of State

United States of America

United States Patent and Trademark Office

BORGO

Reg. No. 4,661,672

Registered Dec. 30, 2014

Int. Cls.: 20, 37 and 40

TRADEMARK

SERVICE MARK

PRINCIPAL REGISTER

BORGO UPHOLSTERY LIMITED (CANADA CORPORATION), DBA BORGO CONTRACT SEATING
324 CARLINGVIEW DRIVE
TORONTO, ONTARIO, CANADA M9W5G5

FOR: CHAIRS; OFFICE CHAIRS; SIDE CHAIRS; LOUNGE CHAIRS; THEATRE, CONFERENCE, AND LECTURE ROOM CHAIRS AND SEATS; INTEGRATED CHAIRS AND DESKS SOLD AS A UNIT; HOSPITALITY AND WAITING ROOM CHAIRS; KITCHEN CHAIRS; OTTOMANS; CAFETERIA CHAIRS AND SEATS; BANQUETTES; CHAIRS AND STOOLS FOR USE IN INDUSTRIAL AND COMMERCIAL ESTABLISHMENTS; LIVING ROOM CHAIRS AND SOFAS; CONFERENCE TABLES; DESKS; SIDE TABLES; BOOK SHELVES; BOOK CASES; CABINETS; CREDENZAS; RECEPTION DESKS; WALL UNITS; OFFICE FURNITURE; KITCHEN CABINETS; WORK TABLES; LIBRARY AND CONFERENCE ROOM DESKS; FURNITURE AND CABINETS FOR MEDICAL OFFICES, HOSPITALS AND HEALTH CARE FACILITIES, IN CLASS 20 (U.S. CLS. 2, 13, 22, 25, 32 AND 50).

FOR: FURNITURE UPHOLSTERING AND RE-UPHOLSTERING FURNITURE; FURNITURE REBUILDING AND REPAIR SERVICES, IN CLASS 37 (U.S. CLS. 100, 103 AND 106).

FOR: CUSTOM MANUFACTURING OF CHAIRS, SEATING, OFFICE FURNITURE, KITCHEN CABINETS AND PARTS THEREFOR; CONTRACT MANUFACTURING OF CHAIRS, SEATING, OFFICE FURNITURE, KITCHEN CABINETS AND PARTS THEREFOR, IN CLASS 40 (U.S. CLS. 100, 103 AND 106).

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE, OR COLOR.

PRIORITY CLAIMED UNDER SEC. 44(D) ON CANADA APPLICATION NO. 1556973, FILED 12-19-2011, REG. NO. TMA884647, DATED 8-25-2014, EXPIRES 8-25-2029.

THE ENGLISH TRANSLATION OF "BORGO" IN THE MARK IS "VILLAGE".

SER. NO. 85-654,604, FILED 6-18-2012.

BRIAN PINO, EXAMINING ATTORNEY



Michelle K. Lee

Deputy Director of the United States
Patent and Trademark Office



Office de la propriété
intellectuelle
du Canada

Un organisme
d'Industrie Canada

Canadian
Intellectual Property
Office

An Agency of
Industry Canada

Marques de commerce
Certificat d'enregistrement

La présente atteste que la marque de commerce identifiée dans l'extrait ci-joint, tiré du registre des marques de commerce, a été enregistrée et que ledit extrait est une copie conforme de l'inscription de son enregistrement. Conformément aux dispositions de la *Loi sur les marques de commerce*, cette marque de commerce est renouvelable tous les quinze ans à compter de la date d'enregistrement.



Trade-marks
Certificate of Registration

This is to certify that the trade-mark, identified in the attached extract from the register of trade-marks, has been registered and that the said extract is a true copy of the record of its registration.

In accordance with the provisions of the *Trade-marks Act*, this trade-mark is subject to renewal every 15 years from the registration date.

BORGO

Numéro d'enregistrement
Registration Number **TMA884,647**

Numéro de dossier
File Number **1556973**

Registraire des marques de commerce
Registrar of Trade-marks

Date d'enregistrement
Registration Date **25 août/Aug 2014**

Canada 

(CIPO 196)12-12

OPIC  CIPO