



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

**National Cooperative Purchasing Alliance
RFP #24-22
Furniture**

**Proposal Response from
Paragon Furniture, Inc.
For NCPA RFP# 24-22**

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

**National Cooperative Purchasing Alliance
RFP #24-22
Furniture**

**TAB 1 – Master Agreement
General Terms and Conditions**

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 1 – Master Agreement

General Terms and Conditions

◆ Customer Support

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

◆ Disclosures

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

◆ Renewal of Contract

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

◆ Funding Out Clause

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

◆ Shipments (if applicable)

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

◆ Tax Exempt Status

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

◆ Payments

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

◆ Adding authorized distributors/dealers

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

◆ Pricing

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

◆ Warranty

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

◆ Safety

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

◆ Permits

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

◆ Indemnity

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

◆ Franchise Tax

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

◆ Supplemental Agreements

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

◆ Certificates of Insurance

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

◆ Legal Obligations

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

◆ Protest

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

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

◆ Force Majeure

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

◆ Prevailing Wage

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

◆ Termination

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

◆ Open Records Policy

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

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

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

Process

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

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

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

◆ Past Performance

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

Evaluation Criteria

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

Signature Form

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

Prices are guaranteed: **120 days**

Company name	Paragon Furniture, Inc.
Address	2224 E. Randol Mill Road
City/State/Zip	Arlington, TX 76011
Telephone No.	817-633-3242
Fax No.	817-633-2733
Email address	contracts@myparagonadvantage.com
Printed name	Cathy M. Thomas
Position with company	Contracts Manager
Authorized signature	



Jay L. Krause, National Contracts Manager

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**National Cooperative Purchasing Alliance
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Furniture**

TAB 2 – NCPA Administration Agreement

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 2 – NCPA Administration Agreement

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

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated **September 1, 2022**, referenced as Contract Number **07-112**, 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 (15) 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.

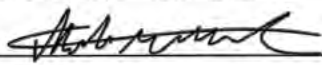
<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- 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.

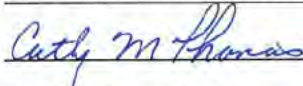
◆ General Provisions

- 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: Paragon Furniture, Inc.

Name: Cathy M. Thomas
Title: Contracts Manager
Address: 2224 E. Randol Mill Rd.
Arlington, TX 76011
Signature: 
Date: July 18, 2022



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
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**National Cooperative Purchasing Alliance
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Furniture**

TAB 3 – Vendor Questionnaire

**Submitted by:
Paragon Furniture, Inc
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.

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

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

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

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

◆ **Minority and Women**

Business Enterprise (MWBE) and (HUB) Participation N/A

- 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 Arlington,
State of Texas

◆ **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 3^d 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: Cathy M. Thomas
 - Title: Contract Manager
 - Company: Paragon Furniture, Inc.
 - Address: 2224 E. Randol Mill Road
 - City: Arlington State: Texas Zip: 76011
 - Phone: 814-342-7000 Email: paragon@ironfurnace.com

- Purchase Orders

Contact Person: Katie Pool

Title:

Company: Paragon Furniture, Inc.

Address: 2224 E. Randol Mill Road

City: Arlington

State: Texas

Zip: 76011

Phone: 817-633-3242

Email: orders@paragoninc.com

- Sales and Marketing

Contact Person: Stephen Ferreira

Title: VP of Sales

Company: Paragon Furniture, Inc.

Address: 2224 E. Randol Mill Road

City: Arlington

State: TX

Zip: 76011

Phone: 978-490-5021

Email: sferreira@paragoninc.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



Jay L. Krause, National Contracts Manager

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**National Cooperative Purchasing Alliance
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Furniture**

TAB 4 – Vendor Profile

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 4 – Vendor Profile

Please provide the following information about your company: Please see attached sheets for Vendor information.

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ 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.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$	in year one
\$	in year two
\$	in year three
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

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



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

Vendor Profile

Company Name: Paragon Furniture, Inc

Company History:

Paragon Furniture was established in 1985. Since 1985, Paragon Furniture has been designing & manufacturing school furnishings in the USA & more specifically, in Arlington, TX. We believe in the power of space to help transform the educational experience & the furniture we make is our contribution to that cause. We aim to make schools awesome for students, teachers, & everyone else involved.

Our mission: Paragon creates inspirational learning experiences, stronger communities, & a better world through educational furnishings. Our mission is to improve the experience of students & teachers through innovative furniture design that positively impacts the future of our society. While we can furnish almost every square foot of interior space in most schools, we focus on 4 main areas: Classroom | Makerspace | Library | Lounge Each piece & every line is meticulously designed & engineered to work cohesively with the curriculum & in concert with the space. Classroom design shouldn't be an afterthought - let's make it a priority in every school.

Dun and Bradstreet: D&B

Company's Organizational Chart: Those individuals from Paragon Furniture, Inc. who will be involved in the contract are: Stephen Ferreira – Vice President of Sales, Jessica Tucker – Vice President Customer Service & Sales Support, and Mark Hubbard – President Paragon Furniture Inc. Please see the attached chart.

Corporate Office Location

Paragon Furniture has one corporate office located at 2224 E. Randol Mill Road, Arlington, TX 76011. Key contacts for this contract are:

Main Contact: Stephen Ferreira, VP Sales
2224 E. Randol Mill Road
Arlington, TX 76011
978-490-5021
sferreira@paragoninc.com

Secondary Contact: Jessica Tucker, VP Customer Service & Sales Support
2224 E. Randol Mill Road
Arlington, TX 76011
800-4518546
jtucker@paragoninc.com



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

Third Contact: Mark Hubbard, President
2224 E. Randol Mill Road
Arlington, TX 76011
817-633-3242
mhubbard@paragoninc.com

Terms of Payment: Paragon's standard terms of payment are 2/10 net 30

Competition: Paragon Furniture considers the following manufacturers to be their competitors in the market place: V/S, Smith Systems, Wisconsin Bench, MooreCo, Alumni Classroom Furniture, KI Furniture, Mien, Artcobell, Columbia Manufacturing, Scholar Craft, and Virco.

Annual Sales:

Cities/Counties:
K-12
Higher Education
Other government agencies or nonprofit organizations

Revenue Anticipated:

\$200,000 in year one
\$300,000 in year two
\$500,000 in year three

How are we different:

Paragon Furniture differentiates itself by the combination of its strengths. While many of our competitors share one or more of the following positive qualities, none feature them all:

- **Quality** – Paragon product portfolio meets or exceeds quality standards as prescribed by ANSI/BIFMA. Our work is rigorously and independently rated by the one of the world's recognized leaders in safety and durability test labs, Intertek. Additionally, Paragon product materials are MAS Certified Green, an ISO 17065 third-party certification accredited and recognized by LEED, CDPH, BIFMA, CHPS, and GSA. MAS Certified Green measures for the presence of VOC emissions and Paragon products are certified safe. Lastly, Paragon's industry leading limited lifetime warranty provides our customers with the confidence that we stand behind our product.
- **Breadth** – Our collection of products expands to approximately 75% of a typical full-school project. We find application in the Core Classroom, Library/Media Centers, Maker/STEAM labs, as well as, Lounge areas. In short, Paragon offers owners product scale which generally results in lower cost of ownership, streamlined vendor management, and elevated priority.
- **Relevance** – Furnishings from Paragon support the pedagogical approaches of the 21st Century. Our solutions meet the student and teacher where they are headed. Whether it is large group



Jay L. Krause, National Contracts Manager

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lecture format, independent study, small team collaboration, rotating stations, hands-on experimentation, formal and/or informal inquiry, Paragon product is poised to serve.

- **Continuity** – Intentional design is the ethos of our product research and development team. The Paragon portfolio is composed of parts and pieces that, when used together, create rhythm and harmony within the educational ecosystem. We design each item with the question in mind: “How will this piece compliment another piece within our collection?”
- **Style** – Paragon believes that educational spaces are never neutral. We believe that the physical environment imparts a measure of value to its occupants. Ideally, educational spaces and the furnishings within it, will imbue students with a greater sense of agency and purpose. Paragon Furniture designs and builds beautifully styled products to give rise to wonder, inspiration and hope, key emotions for optimal learning.

Marketing Plan:

If awarded, Paragon will market this contract in several ways. The contract will be prominently featured on our website on a designated contract page, as well as supplemental pages throughout the website. Paragon drives a significant amount of traffic to the website through organic & paid channels, so the contract will receive regular exposure. Paragon also markets contract information to our extensive database through email marketing.

Introducing NCPA to Paragon Employees

All customer facing employees will be educated on the specifics of the contract. They will also be told to use the NCPA contract over all other national contracts.

Capabilities and functionality of Paragon’s on-line catalog.

Paragon Furniture owns and completely manages a website in-house that includes all information regarding our products, process, and company information. Our website is broken down into product categories, and each product has a designated page that includes images, product specs, and all pertinent details. The website includes information on Paragon’s history, the contracts we hold, environmental data, project registration, contacts, etc. From our website, users can view and download all collateral, such as catalogs, cut sheets, implementation guides, design symbols, and images. Paragon’s website is not an ecommerce site from where users can order products directly. Users can request product quotes directly from the website, as well as register projects & request general information.

Customer Service Department:

Paragon Furniture has one customer service department located at their facility at 2224 E. Randol Mill Road, Arlington, TX. Paragon’s customer service department has 4 divisions: Customer Service, Quotes, Orders, Service Requests.



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

Customer Service Division:

Contact: CustomerService@paragoninc.com
800-451-8546 phone
817-633-2733 fax

Responsible for:

- General Questions
- Questions regarding orders in process
- Billing questions
- Shipping questions
- Communication of order changes initiated internally and externally
- Freight quotes
- Sample/literature requests

Quotes:

Contact quotes@paragoninc.com
800-451-8546 phone
817-633-2733 fax

Responsible for: Accepts all quote requests

Orders:

Contact: Orders@paragoninc.com
800-451-8546 phone
817-633-2733 fax

Responsible for:

- POs
- Revised POs
- Signed/approved drawings for POs
- Responses to incomplete POs

Service Requests:

Contact: ServiceRequest@paragoninc.com
800-451-8546 phone
817-633-2733 fax

Responsible for:

- Issues regarding orders post delivery
- Quote requests for replacement parts
- Damages, Warranty, Freight claims
- Assembly instructions requests
- Care and Maintenance requests

Green Initiatives:

Paragon Furniture is MAS Certified Green!



Jay L. Krause, National Contracts Manager

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Paragon Furniture's Green Statement

Responsibility

At Paragon, being eco-friendly is not a fad. It is an ongoing effort to improve processes with the understanding that change and investment now, mean a better future for all.

Science and Low Emitting Products

Paragon furniture classifies as low-emitting furniture in school environments. Let us help you with your projects that require LEED for Schools. We also meet the stringent qualifications for the CHPS EQ 2.3.5 credit. As a manufacturer of eco friendly school furniture that meets the criteria for CHPS and LEED for Schools, Paragon also achieved the strict standards to qualify as MAS Certified Green®.

Reduce, Reuse, Real numbers and not Rhetoric

Our wood products are manufactured from 100% recycled and/or recovered fiber. 100% of our wood products originate from certified sustainable harvesting methods. Up to 90% of our packaging and steel comes from post-consumer waste or recycled materials. In the places that we must use packaging materials, they are 100% recyclable. Our investment in machinery and new processes has reduced waste by more than 60% in the past 3 years. 100% of all unused metal from the manufacturing of our product is recycled locally. Paragon's Arlington based manufacturing facility uses powder-coat which means you can be assured that no solvents and negligible amounts of VOC's, if any, are being released into our atmosphere.

Partnership and Accountability

As a United States based manufacturer, we feel it is our responsibility to ensure all of our supply partners share our desire for environmental stewardship. By using independent third party testing of our products, we are staying accountable to YOU. This is not about telling a nice story to make everyone feel good. This is about doing the right thing for the environment and for the planet our children will inherit.

Green Certificates:

Paragon Furniture has attached MAS green certifications. These certifications lapsed during COVID and are in the process of being renewed.

Anti-Discrimination Policy:

Anti-Discrimination/Anti-Harassment/Anti-Retaliation Policy

Paragon intends to provide a work environment that is free of discrimination, unlawful harassment (including sexual harassment or harassment based on any other protected status) and retaliation. Paragon prohibits discrimination, as well as harassment in any form, including verbal, visual, physical, and sexual harassment.

What Is Harassment?

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes

paragon@ironfurnace.com | 814.342.7000



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gender-based harassment of a person of the same sex as the harasser. No supervisor or other employee shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment evaluation, wages, advancement, work schedule or any other conditions of employment.

Harassment is not always necessarily sexual in nature. In addition to harassment based on sex, unlawful harassment may be based on other legally protected characteristics or status including, but not limited to, age, race, color, disability, religion and national origin.

Harassment can take many forms. It may be, but is not limited to: words, signs, offensive jokes, cartoons, pictures, posters, emails, statements, pranks, intimidation, physical assaults or contact. Not all such conduct, though, rises to the level of unlawful harassment.

The following conduct may constitute prohibited "unlawful harassment" based upon an employee's protected class status within the meaning or coverage of this policy.

1. Sexual Harassment: Prohibited sexual harassment may include any unwelcome sexual advances, requests for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature when:
 - Submission to such conduct is an explicit or implicit condition of employment;
 - Submission to or rejection of such conduct is used as the basis for employment decisions;
 - The conduct is severe or pervasive and has the effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment; or
 - Such conduct otherwise adversely affects an individual's employment opportunities.

Other Prohibited Harassment: Other forms of prohibited harassment include any unwelcome verbal or physical conduct that belittles, shows hostility, or ridicules an individual because of race, gender, color, religion, national origin, age, disability or other legally protected status, when such conduct:

- has the purpose or effect of creating an intimidating, hostile or offensive working environment;
- the conduct is severe or pervasive and has the effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive work environment; or
- otherwise adversely affects an individual's employment opportunities.

Employees must report discrimination, harassment or retaliation in the workplace pursuant to the reporting procedure below in this Manual. No employee will be retaliated against for reporting a claim of harassment, discrimination or retaliation.

Discrimination/Harassment/Retaliation Reporting Procedure



Jay L. Krause, National Contracts Manager

2224 E Randol Mill Rd
Arlington, TX 76011
800-451-8546

Any employee who believes that he or she has been harassed, discriminated against or retaliated against by a co-worker, manager, supervisor, client, contractor, vendor or other individual at the workplace is required to immediately report the incident to the HR Director. If it is not possible to make a report to the HR Director, or if the employee is for any reason uncomfortable reporting to the HR Director, then the employee shall report the incident to the company President.

Reports of harassment, discrimination or retaliation will be taken seriously and will be promptly investigated. In circumstances during an investigation when Paragon determines witnesses need protection, evidence is in danger of being destroyed, testimony is in danger of being fabricated or to prevent a cover-up, Paragon will request that the investigation be kept confidential. If Paragon has reasonably imposed such a confidentiality requirement, employees who breach the confidentiality of that investigation will be subject to disciplinary action, including termination. All employees are required to cooperate with any investigation of discrimination, harassment or retaliation. When the investigation is completed, the employee will be informed of the outcome of the investigation.

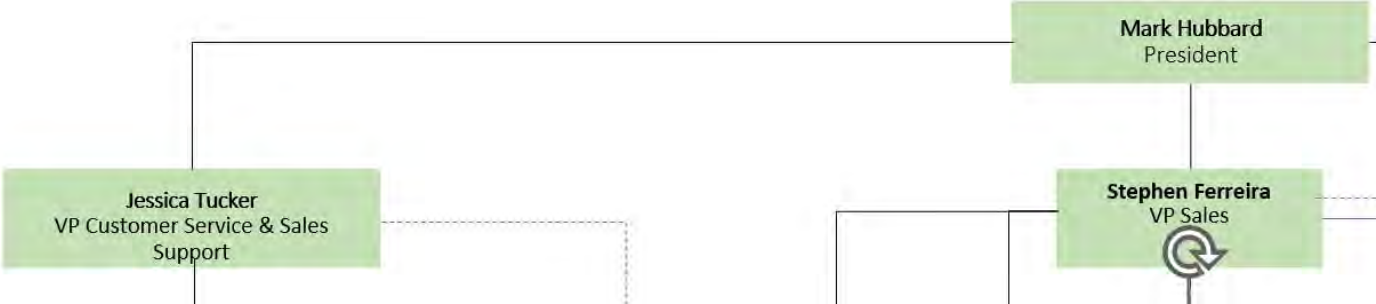
If unlawful harassment, discrimination or retaliation is found to have occurred, then prompt and remedial action will be taken, including discipline up to and including termination. As stated in the anti-retaliation policy, no employee will be retaliated against for reporting a claim of harassment, discrimination or retaliation.

If at any time following the report, the unwelcome harassment, discrimination or retaliation continues, another report of the conduct must be made in accordance with the procedures in this policy so that Paragon can investigate and take further remedial measures as may be appropriate to end the conduct.

Paragon does not discriminate or retaliate against any person who reports a violation of this policy or participates in an investigation of a complaint regarding unwelcome harassment.

Vendor Certifications: N/A

PARAGON FURNITURE
SALES, CUSTOMER
SERVICE & SUPPORT
ORGANIZATION CHART
2022



ANSI A208.1-2016 Particleboard

Table A
Requirements for Grades of Particleboard^{1,2}

Grade ³	Dimensional Tolerances						Physical and Mechanical Properties ⁴										
	Length & Width		Thickness Tolerance ⁵				Modulus of Rupture		Modulus of Elasticity		Internal Bond		Screw-holding				Linear Expansion max. avg.
			Panel Average Thickness from Specified		Variance from Panel Average Thickness								Face		Edge		
mm	(inch)	mm	(inch)	mm	(inch)	N/mm ²	(psi)	N/mm ²	(psi)	N/mm ²	(psi)	N	(lb)	N	(lb)	%	
H-1	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	14.9	(2161)	2160	(313300)	0.81	(117)	1600	(360)	1200	(270)	NS ⁶
H-2	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	18.5	(2683)	2160	(313300)	0.81	(117)	1700	(382)	1400	(315)	NS
H-3	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	21.1	(3060)	2475	(359000)	0.90	(131)	1800	(405)	1400	(315)	NS
M-0	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	7.6	(1102)	1380	(200200)	0.31	(45)	NS		NS		NS
M-1	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	10.0	(1450)	1550	(224800)	0.36	(52)	NS		NS		0.40
M-S	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	11.0	(1595)	1700	(246600)	0.36	(52)	800	(180)	700	(157)	0.40
M-2	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	13.0	(1885)	2000	(290100)	0.40	(58)	900	(202)	800	(180)	0.40
M-3i	±2.0	(±0.080)	±0.200	(±0.008)	±0.100	(±0.004)	15.0	(2176)	2500	(362600)	0.50	(73)	1000	(225)	900	(202)	0.40
LD-1	±2.0	(±0.080)	+0.125 +0.125	(+0.005) (-0.015)	±0.125	(±0.005)	2.8	(406)	500	(72500)	0.10	(15)	360	(81)	NS		0.40
LD-2	±2.0	(±0.080)	+0.125 -0.375	(+0.005) (-0.015)	±0.125	(±0.005)	2.8	(406)	500	(72500)	0.14	(20)	520	(117)	NS		0.40

¹ Particleboard shall conform to requirements as specified in Section 4.4 Formaldehyde emissions provisions. Note: The United States Department of Housing and Urban Development's Manufactured Home Construction and Safety Standards, 24 C.F.R. Part 3280, exempts particleboard bonded with a phenol-formaldehyde resin system from formaldehyde emission testing, for end use applications in manufactured homes.

² Grades listed in this table shall also comply with the appropriate requirements listed in Section 4 of this Standard. Panels designated as "Exterior Glue" must maintain 50% MOR after ASTM D 1037-12 accelerated aging (Subsection 4.3.4).

³ Refer to Annex B for general use and grade information.

⁴ Physical and mechanical property values represent a minimum or maximum value representing 5 (lower) or 95 (upper) percentile expressions; respectively.

⁵ Thickness tolerance values are only for sanded panels. Unsanded panels shall be in accordance with any thickness tolerances specified by agreement between the manufacturer and the purchaser.

⁶ NS—Not Specified

⁷ Grade M-3i has an "i" for "Industrial" to differentiate it from Grade M-3 found on Table B that is commonly referenced to in building codes for structural applications.

April 17, 2019



Mr. Will Dixon
Engineering Manager
Paragon Furniture
2224 East Randol Mill Rd.
Arlington, TX 76011

**Subject: Dynamic Full-Scale Chamber Emissions Test
Laboratory Compliance Report per ANSI/BIFMA e3-2014
A&D® Adjustable Height Student Desk
MAS Project No.: 1900504**

Dear Mr. Dixon:

Materials Analytical Services, LLC (MAS) is pleased to submit this report with VOC emission test results from an A&D® Adjustable Height Student Desk.

MAS conducted this test in general accordance with the ANSI/BIFMA M7.1-2011(R2016) Standard Test Method. The desk is representative of the construction materials and finishes used in the manufacture of the bracketed products.

Based on the test results, the A&D® Adjustable Height Student Desk is compliant with the ANSI/BIFMA e3-2014 Furniture Sustainability Standard Section 7.6, LEED v4 performance standards, the California Department of Public Health (CDPH) Standard Method v1.2, and the Collaborative for High Performance Schools (CHPS) criteria established for classification as low-emitting classroom furniture. Qualified uses of this product and all products bracketed under this emissions testing program (see Appendix B) may be eligible for ANSI/BIFMA e3, LEED and CHPS credit.

MAS is pleased to have been of service to you. If you have any questions or comments, or if we can be of further assistance to you, please do not hesitate to contact us.

Sincerely,

MAS, LLC

Robert D. Schmitter
2019.04.18 10:54:00 -04'00'

Manager, Emissions Group

William R. Stapleton
Digitally signed by William R. Stapleton
DN: cn=William R. Stapleton, c=US,
o=MAS LLC, ou=Emissions Dept.,
email=rstapleton@mastest.com
Date: 2019.04.18 10:33:32 -04'00'
Senior Analytical Chemist

Appendices: Appendix A – Chain-of-Custody
 Appendix B – List of Compliant Products
 Appendix C – General Testing Parameters and Data

MAS LLC - ATLANTA
Corporate Headquarters
3945 Lakefield Court · Suwanee, GA 30024
(770) 866-3200 · Fax (770) 866-3259



Testing Cert. 2925.01



COMPLIANCE EMISSIONS TEST

Classroom Furniture Evaluation by ANSI/BIFMA e3-2014

SAMPLE DESCRIPTION & TESTING PARAMETERS

Sample specifics as described on the accompanying chain-of custody (Appendix A) and a timeline of milestone dates relative to sampling and analysis are summarized below.

Product Name: A&D® Adjustable Height Student Desk	MAS Assigned ID: 1900504
Manufacturer: Paragon Furniture Arlington, TX	Product Description: AND-AH2030K01; particle board substrate with PVC top and edge band; powder coat metal frame and legs Approx. 28" x 20" x 28.5" H (as tested)
Manufacture Date: March 26, 2019	Testing Period: April 5 – 12, 2019
Collection Date: March 26, 2019	In-Chamber Sampling Dates: April 8 @ 72 hrs.; April 12 @ 168 hrs.
Shipping Date: March 26, 2019	Date of Sample Analysis: April 15 – 16, 2019
Laboratory Arrival Date: March 28, 2019	Age of Sample at Testing: 10 days

Testing was initiated by assembling and placing the desk inside MAS's full-scale emissions chamber, in the center of the chamber floor beneath ceiling mounted recirculation fans to facilitate even air movement around the sample during testing. Airflow to the chamber was reduced to one-quarter air change per hour to comply with ANSI/BIFMA M7.1-2011 (R2016) Section 8.2 criteria.

Testing was conducted in general accordance with the American National Standards Institute/Business and Institutional Furniture Manufacturer's Association (ANSI/BIFMA) M7.1-2011(R2016) *Standard Test Method for Determining VOC Emissions from Office Furniture Systems, Components and Seating* for compliance with the ANSI/BIFMA e3-2014 Furniture Sustainability Standard Section 7.6 for classroom furniture, the Leadership in Energy and Environmental Design (LEED) v4 Low-Emitting Materials standard criteria, and the California Department of Public Health (CDPH) *Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers Version 1.2* for freestanding furniture. Appendix C presents general testing protocols and parameters.

TEST RESULTS

Table I presents measured 7-day concentration data obtained from testing of the A&D® Adjustable Height Student Desk as compared to the ANSI/BIFMA e3-2014 Standard Method Section 7.6.1 for classroom furniture.



Table I
Comparison of Calculated 7-Day Concentrations from the A&D® Adjustable Height Student Desk
to the ANSI/BIFMA e3-2014 Standard Section 7.6.1 Concentration Limits

Chemical Compound	Measured 7-day Concentration*	ANSI/BIFMA Concentrations Limits For Classroom Furniture	Testing Comments
TVOC _{Toluene}	1.7 µg/m ³	≤ 500 µg/m ³	Compliant
4-Phenylcyclohexene	<0.87 µg/m ³	≤ 6.5 µg/m ³	Compliant
Formaldehyde	<1.5 ppb	≤ 50 ppb	Compliant
Total Aldehydes	<2.6 ppb	≤ 100 ppb	Compliant

*Modeled as 27 desks per classroom as required under ANSI/BIFMA e3-2014 Section 7.6 for classroom furniture.

Classroom furniture compliance is determined in Tables I, II, and III using the concentration limits for a workstation system when calculated using the standard classroom scenario defined in Tables 4-2 and 4-3 of CDPH/EHLB/Standard Method v1.2 2017 as required in ANSI/BIFMA e3-2014 Section 7.6.

Tables II and III present data obtained from extrapolation of airborne concentrations to the 336th hour (14 days) for emissions testing of the desk compared to the ANSI/BIFMA e3-2014 Furniture Sustainability Standard Sections 7.6.2 and 7.6.3 14-day criteria for individual classroom furniture components.

Table II
Predicted Individual VOC Concentrations (µg/m³) at 336 Hours
Compared to ANSI/BIFMA e3-2014 Section 7.6.2 Concentration Limits

Compound Name	Predicted Concentration from Furniture Component	Maximum Allowable Concentration for Classroom Furniture*	Testing Comments
Ethylbenzene	<1.7	1000	Compliant
Styrene	<1.7	450	Compliant
1,4-Dichlorobenzene	<1.7	400	Compliant
Epichlorohydrin	<0.87	1.5	Compliant
Ethylene glycol	<1.7	200	Compliant
1-Methoxy-2-propanol	<1.7	3500	Compliant
Vinyl acetate	<1.7	100	Compliant
Toluene	1.9	150	Compliant
Chlorobenzene	<1.7	500	Compliant
Phenol	<1.7	100	Compliant
2-Methoxyethanol	<1.7	30	Compliant
Ethylene glycol monomethyl ether acetate	<1.7	45	Compliant
n-Hexane	<1.7	3500	Compliant
2-Ethoxyethanol	<1.7	35	Compliant
2-Ethoxyethyl acetate	<1.7	150	Compliant
1,4-Dioxane	<1.7	1500	Compliant
Tetrachloroethylene	<1.7	17.5	Compliant
Formaldehyde	<1.9	16.5	Compliant
Isopropanol	<1.7	3500	Compliant
Chloroform	<1.7	150	Compliant
N,N-Dimethyl formamide	<1.7	40	Compliant
Benzene	<1.7#	1.5	Compliant
1,1,1-Trichloroethane	<1.7	500	Compliant
Acetaldehyde	<2.1	70	Compliant
Methylene chloride	<1.7	200	Compliant
Carbon disulfide	<1.7	400	Compliant
Trichloroethylene	<1.7	300	Compliant



1-Methyl-2-pyrrolidone	<1.7	160	Compliant
Naphthalene	<0.87	4.5	Compliant
Xylenes (m-, o-, p-Xylene combined)	<1.7	350	Compliant

* Criteria based on California Office of Environmental Health Hazards reference exposure VOC limits in the CDPH Standard Method Version 1.2.

No benzene was detected in the sample; however, modeling criteria elevates the predicted concentration above the maximum limit set by CDPH. MAS believes the compound is compliant with ANSI/BIFMA criteria.

Table III
Predicted Formaldehyde Concentration at 336 Hours
Compared to ANSI/BIFMA e3-2014 Section 7.6.3 Formaldehyde Concentration Limit

	Predicted Concentration	Maximum Allowable Concentration	Testing Comments
Formaldehyde	<1.9 µg/m ³	≤ 9 µg/m ³	Compliant

Table IV presents data obtained from extrapolation of airborne concentrations to the 336th hour for emissions testing of the desk compared to the CDPH freestanding furniture 336 hour criteria for classroom settings.

Table IV
Predicted Emission Factors and Concentrations for CDPH Target Compounds at 336 Hours

Compound Name	Emission Factor (µg/m ² /h)	Concentration (µg/m ³)*	CDPH Reference Limit (µg/m ³)
	336 th Hour (Predicted)	336 th Hour (Predicted)	
Acetaldehyde ^{1,2}	<14	<2.1	70
Benzene ^{1,2}	<12	<1.7#	1.5
Carbon disulfide ^{1,2}	<12	<1.7	400
Carbon tetrachloride ^{1,2}	<12	<1.7	20
Chlorobenzene ²	<12	<1.7	500
Chloroform ^{1,2}	<12	<1.7	150
1,4-dichlorobenzene ^{1,2}	<12	<1.7	400
1,1-dichloroethylene	<12	<1.7	35
n,n-dimethylformamide ²	<12	<1.7	40
1,4-dioxane ^{1,2}	<12	<1.7	1500
Epichlorohydrin ^{1,2}	<6.0	<0.87	1.5
Ethylbenzene ^{1,2}	<12	<1.7	1000
Ethylene glycol ²	<12	<1.7	200
Ethylene glycol monoethyl ether ¹	<12	<1.7	35
Ethylene glycol monoethyl ether acetate ¹	<12	<1.7	150
Ethylene glycol monomethyl ether ¹	<12	<1.7	30
Ethylene glycol monomethyl ether acetate ¹	<12	<1.7	45
Formaldehyde ^{1,2}	<12	<1.7	9
n-Hexane ²	<12	<1.7	3500
Isophorone ²	<12	<1.7	1000
Isopropanol	<12	<1.7	3500
Methyl chloroform ²	<12	<1.7	500
Methylene chloride ²	<12	<1.7	200
Methyl t-butyl ether ²	<12	<1.7	4000
Naphthalene ^{1,2}	<6.0	<0.87	4.5
Phenol ²	<12	<1.7	100
Propylene glycol monomethyl ether	<12	<1.7	3500
Styrene ^{1,2}	<12	<1.7	450
Tetrachloroethylene ^{1,2}	<12	<1.7	17.5
Toluene ^{1,2}	13	1.9	150



Trichloroethylene ^{1,2}	<12	<1.7	300
Vinyl acetate ²	<12	<1.7	100
Xylenes, technical mixture (m-,o-,p-xylene combined) ²	<12	<1.7	350

* - Concentrations modeled using 27 desks to the ANSI/BIFMA M7.1 classroom setting with a room volume of 231m³ and an effective air change rate of 0.82 changes per hour per CDPH Standard Method Version 1.2 Section 7.

1 Chemical compound included on Cal/EPA OEHHA Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)

2 Chemical compound included on Cal/EPA ARB list of Toxic Air Contaminants (TACs)

No benzene was detected in the sample; however, modeling criteria elevates the predicted concentration above the maximum limit set by CDPH. MAS believes the compound is compliant with CDPH criteria.

CONCLUSIONS

Based on both the measured and extrapolated data, the A&D® Adjustable Height Student Desk is compliant with:

- ANSI/BIFMA e3-2014 Furniture Sustainability Standard Sections 7.6.1, 7.6.2, and 7.6.3 when modeled as classroom furniture (Tables I, II, and III);
- LEED v4 EQ Credit: Low-Emitting Materials furniture evaluation criteria by virtue of compliance with ANSI/BIFMA e3-2014 Sections 7.6.1 and 7.6.2 using the standard school classroom model in CDPH Standard Method v1.2;
- CDPH Standard Method v1.2 freestanding furniture criteria for classroom desks (Table IV);
- CHPS EQ 7.1.4 Furniture and Furnishings by virtue of compliance with ANSI/BIFMA e3-2014 Sections 7.6.1, 7.6.2, and 7.6.3 when modeled at 27 desks per classroom.

Qualified project uses of the A&D® Adjustable Height Student Desk may be eligible for ANSI/BIFMA e3, CHPS, and LEED credits.

Note: all data, including but not limited to raw instrument files, calibration fits, and quality control checks used to generate the test results are available to the client upon request.

LIMITATIONS

This report is intended for the use of Paragon Furniture only. If other parties wish to rely on this report, please contact MAS so an agreement on the terms and conditions for use of this information can be established prior to release. This report shall not be reproduced, except in full, without the written approval of Materials Analytical Services, LLC.

Product emissions generally decay over time, and the representativeness of the analytical data reported is directly dependent upon the age and conditions under which the tested sample was received.

Note: During the testing period, the relative humidity and/or temperature within the test chamber may have fluctuated out of specification for a short time period. Based on the reported results, and a review of historical test data and scientific literature regarding the effect of differing temperature and/or humidity conditions on sample emissions, MAS does not believe your test was impacted in any way. Our review also indicated that chamber conditions were in compliance with ANSI/BIFMA standard specifications while emission samples were being collected during each sampling point. This data is available to you upon request. Please contact us with any questions or concerns.



APPENDIX A Chain-of-Custody

1900504 MAS

Materials Analytical Services LLC
 3045 Lakeside Court
 Suwanee, Georgia 30024
 Phone: 770-866-3200
 Fax: 770-866-3250

**FURNITURE EMISSIONS TESTING
CHAIN OF CUSTODY PER**
 Public Health Section (61359)
 BIFMA International FES M7.1

Client Information		Testing Specifications (per MAS) check appropriate test below	
Company: Paragon Furniture	Product Use:	<input type="checkbox"/> Office <input type="checkbox"/> Open plan <input type="checkbox"/> Private plan <input checked="" type="checkbox"/> School/Classroom	
Street Address: 2204 E. Howell Rd Road	Testing Specifications	<input type="checkbox"/> R&D (Specify)	
City/State: Marietta, GA	<input type="checkbox"/> Screening <input checked="" type="checkbox"/> Compliance <input type="checkbox"/> Specialty (Specify)	Comments:	
Zip/Postal Code: 30066			
Country: USA			
Contact Name: Ted Olson			
Title: Engineering			
Phone Number: 770-433-4342			
Fax Number: 770-433-2755			
Email Address: ted@paragonfurniture.com			
Manufacturer Information (if different than client)		Furniture Construction Details (as applicable)	
Company:	Covering Type: Fabric <input type="checkbox"/> (Primary Fiber type:) Vinyl <input type="checkbox"/> Leather <input type="checkbox"/>	Plastic Type(s): Nylon <input type="checkbox"/> PVC <input checked="" type="checkbox"/> PE <input type="checkbox"/> PP <input type="checkbox"/> PU <input type="checkbox"/> PS <input type="checkbox"/> PC <input type="checkbox"/> ABS <input type="checkbox"/> Acrylic <input type="checkbox"/> Lexan <input type="checkbox"/>	
City/State/Country:	Substrate Type(s): MDF <input type="checkbox"/> Particle Board <input checked="" type="checkbox"/> Plywood <input type="checkbox"/> Solid Wood <input type="checkbox"/> Other <input type="checkbox"/>	Outer Finish Type(s): Oil Base <input type="checkbox"/> Water Base <input type="checkbox"/> Catalyzed/Conversion Var <input type="checkbox"/> Polyurethane <input type="checkbox"/>	
Contact Name/Title:	Plastic Laminates, Melamine <input type="checkbox"/> UV <input type="checkbox"/> Other <input type="checkbox"/>	Foam Type: Polyurethane <input type="checkbox"/> Memory <input type="checkbox"/> Latex <input type="checkbox"/> Evlon <input type="checkbox"/> High Resilience <input type="checkbox"/> High Density <input type="checkbox"/>	
Phone Number:	Paint Type: Latex <input type="checkbox"/> Oil <input type="checkbox"/> Low VOC <input type="checkbox"/> No VOCs <input type="checkbox"/> Powder-Coat <input checked="" type="checkbox"/> Chrome <input type="checkbox"/>		
Sample Details		Special Notes or Comments from Manufacturer:	
Product Name & Catalog #: A&D	<input type="checkbox"/> Residential/Chair Furniture	<input type="checkbox"/> Concentration Room Modeling: <input type="checkbox"/> Maximum Emission Factors	
Product Type: Fresh System only <input type="checkbox"/> Substrate Board only <input type="checkbox"/> Finished Casegoods exemplar <input type="checkbox"/> Hard Sealing exemplar <input type="checkbox"/> Seat covering only <input type="checkbox"/> Upholstered cushion <input type="checkbox"/> Assembled Furniture (system installation <input type="checkbox"/> pack <input type="checkbox"/> chair <input type="checkbox"/> other <input type="checkbox"/>	<input type="checkbox"/> Alt. Email Address for Reporting of Data:		
Date of Product Manufacturing Completion: 03/26/2019			
Sample Collection Location: Factory <input checked="" type="checkbox"/> Warehouse <input type="checkbox"/> Vendor Supplied <input type="checkbox"/>			
Date of Sample Shipment: 03/26/2019			
Number of Boxes or Pallets: 1 Box on 1 Pallet			
Shipping Details		Laboratory Receipt (to be completed by Laboratory Representative)	
Packed By: Jody	Received By: S. J. J. J.	Received Date: 03-28-19	
Shipping Date: 03/26/2019	Condition of Shipping Package: (Seal)	Condition of Sample:	
Carrier/Arbit Number: 000225247 Mountain States	Sample Location: W. J. J. J.	Sample Disposition:	
	Remarks:		
Sample Handling			
Relinquished By: Tony Middleton	Received By: S. J. J. J.	Company: MAS	Date/Time: 3/28/19 5:00
Company: Paragon Inc.			

C:\Users\jody\Documents\Furniture Photos\1900504\A&D

Shipping Package Inspected By: S. J. J. J.
 Date: 3-28-19
 Date: 03-28-2019



Paragon A&D® Adjustable Height Student Desk in chamber



APPENDIX B

ANSI/BIFMA e3-2014, LEED v4, CDPH, and CHPS Compliant Classroom Furniture Products

Paragon Furniture

Tables and Shelving

A&D®

Crossfit Sweep & Dash	Crossfit Teach Lectern	Crossfit Storage	Activity Pod
Crossfit Student Desk	Crossfit Motion Desk	Crossfit Flip Top Student Desk	Cantilever Student Desk
Activity Table	Teacher Desk	Adjustable Height Student Desk*	K-Leg Student Desk

Motiv®

Occasional Table	Power Bridge
------------------	--------------

Information Commons

Single-Faced Shelving	Double-Faced Shelving	Mobile Double-Faced Shelving
Mobile Cart	Circulation Desk	

Infinity

Single-Faced Shelving	Double-Faced Shelving	Mobile Shelving	Circulation Desk
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Miscellaneous

Read-It Table	File-It	Library Wood Storage & Pedestals
Mobile Storage	All Welded Student Desk	Multi-User Workstation & Printer Stand
Chargebar Table	Compute-It Table	Computer Training Corner Unit
Wave Kiosk	Information Bay	Teacher Desk and Return
Science Table	Maker-Idea Board	Space Saving Computer Training Table
Train-It Table	Maker Invent Table	Flip-Top Computer Training Table
Café & Meeting Tables	Storage Bench	Computer Training Table

* Product tested as representative exemplar for products listed above. Claims of compliant products are made under the criteria in Section 8 of the CDPH Standard Method and/or Section 9.1 of ANSI/BIFMA M7.1-2011(R2016).

Per ANSI/BIFMA and CDPH standards, products must be re-evaluated if significant changes to materials, processes, or the facility occur that affect the eligibility of the products for any credits available under these or other applicable standards. Regardless, the frequency of compliance assessment for ANSI/BIFMA shall not exceed three years. Third-party certification programs may require more frequent compliance testing.

APPENDIX C

GENERAL TESTING PROTOCOL AND DATA

Under the provisions of the testing methods referenced in this report, testing consisted of the following procedural steps:

- Storage of test specimens in original shipping containers prior to emissions testing for up to 10 days in a ventilated and conditioned room maintained at a temperature of $23 \pm 2^{\circ}\text{C}$ and a relative humidity of $50\% \pm 10\%$.
- For quality assurance purposes the emission chamber is purged and the interior thoroughly cleaned to remove residual compounds prior to all new product tests. Air samples are collected and analyzed from the chamber exhaust prior to loading to establish background levels.
- Collection of air samples at method-specified intervals from the chamber exhaust port utilizing mass flow controllers calibrated at 180cc/min for VOCs and 150cc/min for aldehydes.
- Tenax TA® tubes are used for VOC analysis performed by thermal desorption gas chromatography/mass spectrometry (TD-GC/MS) using a modified EPA TO-17 method. Samples are collected on DNPH tubes for aldehyde analysis performed by High Performance Liquid Chromatography (HPLC) using a modified NIOSH 2016 method. For quality assurance purposes all sampling tubes are drawn in duplicate and analyzed separately.
- Instrument calibration, analysis of quality control samples and quantitation of the CDPH Standard Practice and/or ANSI/BIFMA target list of chemicals of concern, and tentative identification of top 10 individual volatile organic compounds (IVOCs).

No additions to, deviations from, or exclusions from the test methods referenced in this report were made.

Summary of Chamber Operating Parameters

Parameter	
Chamber Volume	28.3 m ³
Loading Factor	0.026 m ³ /m ³
Air Exchange Rate	$0.25 \pm 0.05 \text{ h}^{-1}$
Area Specific Flow Rate	9.8 m/h
Temperature	$23 \pm 1^{\circ}\text{C}$
Relative Humidity	$50 \pm 5\%$



Table C-I
Concentration ($\mu\text{g}/\text{m}^3$) of VOCs Between n-C₆ and n-C₁₆ Measured by GC/MS, and
Formaldehyde, Acetaldehyde, and Total Aldehydes Measured by HPLC ($\mu\text{g}/\text{m}^3$)

VOC Name	72 nd hour				168 th hour			
	#1	#2	Mean	% diff	#1	#2	Mean	% diff
TVOC _{Toluene} *	<1.2	<1.2	<1.2	0.0%	<1.2	<1.2	<1.2	0.0%
4-Phenylcyclohexene	<0.62	<0.62	<0.62	0.0%	<0.62	<0.62	<0.62	0.0%
Formaldehyde	<1.4	<1.4	<1.4	0.0%	<1.4	<1.4	<1.4	0.0%
Acetaldehyde	2.5	<1.9	2.5	30%**	<1.9	<1.9	<1.9	0.0%
Total Aldehydes ¹	2.5	<1.4	2.5	60%**	<1.4	<1.4	<1.4	0.0%
Top 10 IVOCs								
toluene	2.0	2.0	2.0	1.1%	1.6	1.6	1.6	3.3%
No other IVOCs were detected above laboratory instrument detection limits								

* - TVOC values are background corrected

¹ Total aldehydes is defined as the sum of all normal aldehydes between n-C₁ and n-C₉ plus benzaldehyde.

‡ - Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards

** - Values between duplicate samples exceed 15% variability; as such statistical reliability of data may be an issue

Table C-II
Calculated and Predicted Emission Factors ($\mu\text{g}/\text{m}^2\text{h}$) for TVOC_{Toluene}, 4-PC, Formaldehyde,
Acetaldehyde, Total Aldehydes and Top 10 IVOCs and Power-Law Model Coefficients

VOC Name	Emission Factor		Power-law Model Coefficients for $E=a t^{-b}$		Predicted Emission Factor
	72 nd hour	168 th hour	a	b*	336 th hour
TVOC _{Toluene}	<12	<12	12.1	0.000	<12
4-Phenylcyclohexene	<6.0	<6.0	6.0	0.000	<6.0
Formaldehyde	<13	<13	13.2	0.000	<13
Acetaldehyde	25	<18	111.6	0.353	<14
Total Aldehydes	25	<13	NA	NA	<13
TOP 10 IVOCs					
toluene	19	16	56.1	0.251	13
No other IVOCs were detected above laboratory instrument detection limits					

* - If power law coefficient "b" is $-0.15 < b < 0.15$, the emission factor trend is considered to be steady state and the predicted 336th hour emission factor is the average of the 72nd and 168th hour emission factors.

‡ - Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards



Table C-III
Predicted Concentrations in Classroom Environment* for the A&D® Adjustable Height Student Desk

VOC Name	Concentration (µg/m³)		
	72 nd Hour	168 th Hour	336 th Hour (Predicted)
TVOC ^{Toluene}	1.7	1.7	1.7
4-Phenylcyclohexene	<0.87	<0.87	<0.87
Formaldehyde	<1.9	<1.9	<1.9
Acetaldehyde	3.6	<2.6	<2.6
Total Aldehydes	3.6	1.9	1.9
Top 10 IVOCs			
toluene	2.8	2.2	1.9
No other IVOCs were detected above laboratory instrument detection limits			

* - Assumes a CDPH-specified ventilation rate of 0.9 changes per hour and 27 students (27 desks) for classroom settings as required by ANSI/BIFMA e3-2014 Section 7.6 for classroom furniture products.

† - Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards



Low-Emitting Materials

Certificate of Compliance

Awarded to:

PARAGON FURNITURE, INC. OF ARLINGTON, TX

2224 EAST RANDOL MILL ROAD, ZIP CODE: 76011

Category:
Cert. Scheme:

Educational Furniture - Desks, Tables, Workstations, Lecterns, Carrels & Kiosks
VOC Emissions

Accredited
Compliance
Designation:
*Conforms
With:

ANSI/BIFMA e3-2014 7.6.1, 7.6.2, 7.6.3 *classroom furniture*
California Dept. of Public Health Standard Method v1.2 *classroom furniture*
LEED v4 ID+C, BD+C *low-emitting interiors*
Collaborative for High Performance Schools EQ 7.1.4 *furniture & furnishings*
Criteria of MAS Certified Green® Program *low-emitting materials*

Bracketed
Products:

*ABD®, Motiv®, Information Commons, Infinity, Miscellaneous
(refer to compliance test report for product specifics)*

Test Date
& Report No.:

4/17/2019
1900504

Certificate No.:

MAS1900504

Kevin Simpson
QA Officer
2019 04.22 06:59:05 -
04:00'

valid April 2019 to April 2020



Testing Cert. # 2925.01
Product Cert. # 2925.02

Product Certifier, MAS Certified Green CT

Laboratory Testing by Materials Analytical Services, LLC - ISO/IEC 17025
3rd Party Product Certification by MAS Certified Green® - ISO/IEC 17065
*outside of AZLA accreditation scope

3945 Lakefield Ct. • Suwanee, Ga. • 770-866-3200 • <http://www.mascertifiedgreen.com>



Low-Emitting Materials

Certificate of Compliance

Awarded to:

PARAGON FURNITURE, INC. OF ARLINGTON, TX

2224 EAST RANDOL MILL ROAD, ZIP CODE: 76011

Category:

Educational Furniture - Seating

Cert. Scheme:

VOC Emissions

Accredited

Compliance

Designation:

ANSI/BIFMA e3-2014 7.6.1, 7.6.2, 7.6.3

California Dept. of Public Health Standard Method v1.2

educational classroom
educational classroom

*Conforms

With:

LEED v4 ID+C, BD+C

Collaborative for High Performance Schools EQ 7.1.4

Criteria of MAS Certified Green® Program

low-emitting interiors
furniture & furnishings
low-emitting materials

Bracketed
Products:

ABD® Ready® Chair & Stool, Emoji™ Chair, Blender Soft Seating, Café Booth,
MOTIV® Freestanding Chair, MOTIV® Freestanding Bench, MOTIV® Modular Chair,
MOTIV® Modular Bench, MOTIV® Freestanding Sofa, MOTIV® Freestanding Stool,
MOTIV® Modular Sofa.

Test Date
& Report No.:

4/15/2019
1900503

Certificate No.: MAS1900503

Kevin Simpson
2019.04.22
11:33:57 -04'00'

valid April 2019 to April 2020

Product Certifier, MAS Certified Green CT



Testing Cert. # 2925.01
Product Cert. # 2925.02

Laboratory Testing by **Materials Analytical Services, LLC** - ISO/IEC 17025
3rd Party Product Certification by **MAS Certified Green®** - ISO/IEC 17065
*outside of AZLA accreditation scope

3945 Lakefield Ct. • Suwanee, Ga. • 770-866-3200 • <http://www.mascertifiedgreen.com>

April 15, 2019

Mr. Will Dixon
Engineering Manager
Paragon Furniture
2224 East Randol Mill Rd.
Arlington, TX 76011



**Subject: Small-Scale Chamber Dynamic Emissions Testing
Emissions Compliance Report per ANSI/BIFMA e3-2014
MOTIV® Single Bench Seating
MAS Project No.: 1900503**

Dear Mr. Dixon:

Materials Analytical Services, LLC (MAS) is pleased to submit this report with the results of VOC emissions testing from a MOTIV® Single Bench.

MAS conducted this test in general accordance with the ANSI/BIFMA e3-2014 Furniture Sustainability Standard. The selected chair serves as a representative exemplar for a broader line of seating products based on product design and VOC off-gassing data obtained from previous emissions tests.

Based on our test results, the MOTIV® Single Bench is compliant with the ANSI/BIFMA e3-2014 performance standards established to classify classroom seating as low-emitting furniture. The chair is also compliant with the California Department of Public Health (CDPH) Standard Method v1.2 Freestanding Furniture criteria, the LEED v4 low-emitting materials criteria, and the Collaborative for High Performance Schools (CHPS) emissions criteria. Qualified project uses of this product and all bracketed furniture (refer to Appendix B) may be eligible for LEED, CHPS, and ANSI/BIFMA e3-2014 credit.

MAS is pleased to have been of service to you. If you have any questions or comments, or if we can be of further assistance, please contact us.

Sincerely,

MAS, LLC

Robert D. Schmitter
2019.04.16 13:39:47 -04'00'

Manager, Emissions Group

William R. Stapleton
Senior Analytical Chemist

Digitally signed by William R. Stapleton
DN: cn=William R. Stapleton, c=US,
o=MAS LLC, ou=Emissions Dept.,
email=rstapleton@mastest.com,
Date=2019.04.16 12:09:07 -04'00'

Appendices: Appendix A – Chain-of-Custody and Product Information
Appendix B – List of Bracketed and Compliant Furniture
Appendix C – General Testing Parameters and Data

MAS LLC - ATLANTA
Corporate Headquarters
3945 Lakefield Court · Suwanee, GA 30024
(770) 866-3200 · Fax (770) 866-3259



Testing Cert.#2925.01



EMISSIONS COMPLIANCE TEST

Classroom Seating Evaluation by ANSI/BIFMA e3-2014

SAMPLE DESCRIPTION & TESTING PARAMETERS

Sample specifics as described in the accompanying chain-of custody (Appendix A) and a timeline of milestone dates relative to sampling and analysis are summarized below.

Product Name: MOTIV® Single Bench	MAS Assigned ID: 1900503
Manufacturer: Danie Paul Chairs Bean Station, TN	Product Description: (#EDUMD 400) plywood substrate; fabric upholstery over polyurethane foam; powder coat metal Dimensions: 32" x 23" x 17"H
Manufacture Date: March 22, 2019	Testing Period: March 29 – April 5, 2019
Collection Date: March 22, 2019	In-Chamber Sampling Dates: April 1 @ 72 hrs.; April 5 @ 168 hrs.
Shipping Date: March 25, 2019	Date of Sample Analysis: April 9 – 11, 2019
Laboratory Arrival Date: March 28, 2019	Age of Sample at Testing: 7 days

Testing was initiated by placing the chair inside MAS's one cubic meter emissions chamber. The chair was placed in the center of the chamber beneath ceiling-mounted fans to facilitate even air circulation around the sample during testing.

Emissions from the product were collected and analyzed in accordance with the ANSI/BIFMA M7.1-2011(R2016) standard using the traditional approach for compliance with the ANSI/BIFMA e3-2014 *Furniture Sustainability Standard* Section 7.6 classroom furniture criteria, the Leadership in Energy and Environmental Design (LEED) criteria, and the California Department of Public Health (CDPH) Standard Method Version 1.2 Freestanding Furniture criteria. Appendix C presents general testing protocols and parameters.

TEST RESULTS

Table I presents the data obtained from emissions testing of the chair as compared to the ANSI/BIFMA e3-2014 7-day standard for classroom seating.

Table I
Comparison of 7-day Measured Air Concentrations From the
MOTIV® Single Bench to the ANSI/BIFMA e3-2014 Section 7.6.1 Emissions Limits

Chemical Compound	Measured 7-day Concentration*	ANSI/BIFMA Emissions Limits for Classroom Seating	Testing Comments
TVOC _{Toluene}	35 µg/m ³	≤ 500 µg/m ³	Compliant
4-Phenylcyclohexene	<0.089 µg/m ³	≤ 6.5 µg/m ³	Compliant
Formaldehyde	1.2 ppb	≤ 50 ppb	Compliant
Total Aldehydes	2.1 ppb	≤ 100 ppb	Compliant

Classroom furniture compliance is determined in Tables I, II, and III using the maximum allowed concentration limits for a workstation system when calculated using the standard classroom scenario



defined in Tables 4-2 and 4-3 of CDPH/EHLB/Standard Method v1.2 (2017) as required in ANSI/BIFMA e3-2014 Section 7.6.

Appendix C presents additional test data.

The data obtained from extrapolation of airborne concentrations to the 336th hour for emissions testing of the chair compared to the ANSI/BIFMA e3-2014 *Furniture Sustainability Standard* Section 7.6.2, Section 7.6.3, and the CDPH freestanding furniture criteria is presented in Tables II, III, and IV respectively. The individual VOC concentration limits listed in Table II are those referenced in Annex C of the ANSI/BIFMA e3-2014 standard.

Table II
Predicted Individual VOC Concentrations ($\mu\text{g}/\text{m}^3$) at 336 Hours Compared to
ANSI/BIFMA e3-2014 Section 7.6.2 Concentration Limits

Compound Name	Predicted Concentration from Chair	Maximum Allowable Concentration for Classroom Seating*	Testing Comments
Ethylbenzene	<0.18	1000	Compliant
Styrene	<0.18	450	Compliant
1,4-Dichlorobenzene	<0.18	400	Compliant
Epichlorohydrin	<0.089	1.5	Compliant
Ethylene glycol	<0.18	200	Compliant
1-Methoxy-2-propanol	<0.18	3500	Compliant
Vinyl acetate	<0.18	100	Compliant
Toluene	0.33	150	Compliant
Chlorobenzene	<0.18	500	Compliant
Phenol	0.46	100	Compliant
2-Methoxyethanol	<0.18	30	Compliant
Ethylene glycol monomethyl ether acetate	<0.18	45	Compliant
n-Hexane	<0.18	3500	Compliant
2-Ethoxyethanol	<0.18	35	Compliant
2-Ethoxyethyl acetate	<0.18	150	Compliant
1,4-Dioxane	<0.18	1500	Compliant
Tetrachloroethylene	<0.18	17.5	Compliant
Formaldehyde	1.6	16.5	Compliant
Isopropanol	<0.18	3500	Compliant
Chloroform	<0.18	150	Compliant
N,N-Dimethyl formamide	12	40	Compliant
Benzene	<0.18	1.5	Compliant
1,1,1-Trichloroethane	<0.18	500	Compliant
Acetaldehyde	0.33	70	Compliant
Methylene chloride	<0.18	200	Compliant
Carbon disulfide	<0.18	400	Compliant
Trichloroethylene	<0.18	300	Compliant
1-Methyl-2-pyrrolidone	<0.18	160	Compliant
Naphthalene	<0.089	4.5	Compliant
Xylenes (m-, o-, p-xylenes combined)	<0.18	350	Compliant

* Criteria based on California Office of Environmental Health Hazards reference exposure VOC limits in the CDPH Standard Method.



Table III
Predicted Formaldehyde Concentration at 336 Hours
Compared to ANSI/BIFMA e3-2014 Section 7.6.3 Concentration Limit

	Predicted Concentration from Chair	Maximum Allowable Concentration for Seating	Testing Comments
Formaldehyde	1.6 µg/m ³	≤ 9 µg/m ³	Compliant

Table IV
Predicted Emission Factors and Concentrations for CDPH Target CRELS at 336 Hours*

Compound Name	CAS Number	Predicted Emission Factor (µg/unit/h)	Predicted Concentration (µg/m ³)	CDPH Reference Limit (µg/m ³)
Acetaldehyde ^{1,2}	75-07-0	2.3	0.33	70
Benzene ^{1,2}	71-43-2	<1.2	<0.18	1.5
Carbon disulfide ^{1,2}	75-15-0	<1.2	<0.18	400
Carbon tetrachloride ^{1,2}	56-23-5	<1.2	<0.18	20
Chlorobenzene ²	108-90-7	<1.2	<0.18	500
Chloroform ^{1,2}	67-66-3	<1.2	<0.18	150
1,4-dichlorobenzene ^{1,2}	106-46-7	<1.2	<0.18	400
1,1-dichloroethylene	75-35-4	<1.2	<0.18	35
n,n-dimethylformamide ²	68-12-2	85	12	40
1,4-dioxane ^{1,2}	123-91-1	<1.2	<0.18	1500
Epichlorohydrin ^{1,2}	106-89-8	<0.62	<0.089	1.5
Ethylbenzene ^{1,2}	100-41-4	<1.2	<0.18	1000
Ethylene glycol ²	107-21-1	<1.2	<0.18	200
Ethylene glycol monoethyl ether ¹	110-80-5	<1.2	<0.18	35
Ethylene glycol monoethyl ether acetate ¹	111-15-9	<1.2	<0.18	150
Ethylene glycol monomethyl ether ¹	109-86-4	<1.2	<0.18	30
Ethylene glycol monomethyl ether acetate ¹	110-49-6	<1.2	<0.18	45
Formaldehyde ^{1,2}	50-00-0	<1.2	<0.18	9
n-Hexane ²	110-54-3	<1.2	<0.18	3500
Isophorone ²	78-59-1	<1.2	<0.18	1000
Isopropanol	67-63-0	<1.2	<0.18	3500
Methyl chloroform ²	71-55-6	<1.2	<0.18	500
Methylene chloride ²	75-09-2	<1.2	<0.18	200
Methyl t-butyl ether ²	1634-04-4	<1.2	<0.18	4000
Naphthalene ^{1,2}	91-20-3	<0.62	<0.089	4.5
Phenol ²	108-95-2	3.2	0.46	100
Propylene glycol monomethyl ether	107-98-2	<1.2	<0.18	3500
Styrene ^{1,2}	100-42-5	<1.2	<0.18	450
Tetrachloroethylene ^{1,2}	127-18-4	<1.2	<0.18	17.5
Toluene ^{1,2}	108-88-3	2.3	0.33	150
Trichloroethylene ^{1,2}	79-01-6	<1.2	<0.18	300
Vinyl acetate ²	108-05-4	<1.2	<0.18	100
Xylenes, technical mixture (m-, o-, p-xylene combined) ²	108-38-3 95-47-6 106-42-3	<1.2	<0.18	350

* - Based on 27 chairs per classroom, 7.07 m³/h ventilation rate, and modeled to CDPH classroom parameters.

1 Chemical compound included on Cal/EPA OEHHA Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65)

2 Chemical compound included on Cal/EPA ARB list of Toxic Air Contaminants (TACs)



CONCLUSIONS

Based on both the measured and extrapolated data, the MOTIV® Single Bench is compliant with:

- ANSI/BIFMA e3-2014 Furniture Sustainability Standard Sections 7.6.1, 7.6.2, and 7.6.3 when modeled as classroom furniture (Tables I, II, and III);
- LEED v4 furniture evaluation criteria by virtue of compliance with ANSI/BIFMA e3-2014 Sections 7.6.1 and 7.6.2 using the standard school classroom model in CDPH Standard Method v1.2;
- The California Department of Public Health (CDPH) freestanding furniture criteria for classroom settings (Table IV);
- The Collaborative for High Performance Schools (CHPS) EQ 7.1.4 Furniture and Furnishings classroom seating by virtue of compliance with ANSI/BIFMA e3-2014 Sections 7.6.1, 7.6.2, and 7.6.3

Qualified project uses of the MOTIV® Single Bench and all bracketed products may be eligible for ANSI/BIFMA e3, CHPS, and LEED credits.

Note: all data, including but not limited to raw instrument files, calibration fits, and quality control checks used to generate the test results, is available to the client upon request.

LIMITATIONS

This report is intended for the use of Paragon Furniture only. If other parties wish to rely on this report, please contact MAS so an agreement on the terms and conditions for its use can be established prior to the use of this information. This report shall not be reproduced, except in full, without the written approval of Materials Analytical Services, LLC.

Product emissions generally decay over time and the representativeness of the analytical data reported is directly dependent upon the age and conditions under which the tested sample was received.

Note: During the testing period, the relative humidity and/or temperature within the test chamber may have fluctuated out of specification for a short period of time. Based on the reported results, and a review of historical test data and scientific literature regarding the effect of differing temperature and/or humidity conditions on sample emissions, MAS does not believe your test was impacted in any way. Our review also indicated that chamber conditions were in compliance with ANSI/BIFMA standard specifications while emission samples were being collected during each sampling point. This data is available to you upon request. Please contact us with any questions or concerns.

Chain-of-Custody



 Schoorl

**Paragon Furniture MOTIV Bench as tested**



APPENDIX B

ANSI/BIFMA e3, CDPH, LEED and CHPS Compliant Products*

Paragon Furniture

Classroom Seating

A&D® Ready® Chair & Stool	Emoji™ Chair	Blender Soft Seating	Café Booth
MOTIV® Freestanding Chair	MOTIV® Freestanding Bench*	MOTIV® Modular Chair	MOTIV® Modular Bench
MOTIV® Freestanding Sofa	MOTIV® Freestanding Stool	MOTIV® Modular Sofa	

* Product tested as representative exemplar of products listed above. Claims of compliant products are made under the criteria in Section 8 of the CDPH Standard Method and/or Section 9.1 of ANSI/BIFMA M7.1-2011(R2016).

Per ANSI/BIFMA and CDPH standards, products must be re-evaluated if significant changes to materials, processes, or the facility occur that affect the eligibility of the products for any credits available under these or other applicable standards. Regardless, the frequency of compliance assessment for ANSI/BIFMA shall not exceed three years. Third-party certification programs may require more frequent compliance testing.



APPENDIX C

GENERAL TESTING PARAMETERS AND DATA

Under the provisions of the test method referenced in the body of this report, testing consisted of the following procedural steps:

- Storage of test specimens in original shipping containers prior to emissions testing for up to 10 days in a ventilated and conditioned room maintained at a temperature of $23 \pm 2^{\circ}\text{C}$ and a relative humidity of $50\% \pm 10\%$.
- For quality assurance purposes the emission chamber was cleaned and air purged prior to testing. Prior to loading, air samples are collected and analyzed from the chamber exhaust to establish background levels.
- Air samples are collected at method-specified intervals from the chamber exhaust port utilizing mass flow controllers calibrated at 180 cc/min for VOCs and 150 cc/min for aldehydes.
- Tenax TA® tubes are used for VOC analysis performed by thermal desorption gas chromatography/mass spectrometry (TD-GC/MS) using a modified EPA TO-17 method. Samples are also collected on DNPH tubes for aldehyde analysis performed using High Performance Liquid Chromatography (HPLC) using a modified NIOSH 2016 method. For quality assurance purposes all samples are collected in duplicate and analyzed separately.
- Instrument calibration, analysis of quality control samples and quantitation of the ANSI/BIFMA and CDPH target list of chemicals of concern, and reporting and speciation of the top 10 individual volatile organic compounds (IVOCs).

No additions to, deviations from, or exclusions from the test method referenced in this report were made.

The operational parameters for the emissions chamber used for this project included:

Parameter	Value	Parameter	Value
Chamber Volume	1.0 m ³	Clean Air Supply Flow Rate	1.0 m / h
Loading Factor	1.0 m ² / m ³	Temperature	23 ± 1 °C
Air Exchange Rate	1.0 h ⁻¹	Relative Humidity	50 ± 5%

The averaged results of the emission tests are summarized on the following pages in accordance with the ANSI/BIFMA M7.1-2011(R2016) reporting guidelines.



Table C-I
Chamber Concentration of VOCs between n-C₆ and n-C₁₆ Measured by GC/MS and HPLC (µg/m³)

VOC Name	72 nd hour				168 th hour			
	#1	#2	Mean	% diff	#1	#2	Mean	% diff
TVOC _{Toluene} *	310	350	330	12%	230	260	240	14%
4-Phenylcyclohexene	<0.62	<0.62	<0.62	0.0%	<0.62	<0.62	<0.62	0.0%
Formaldehyde	13	9.6	11	28%**	9.0	12	10	26%**
Acetaldehyde	2.8	2.1	2.4	30%**	2.5	1.9	2.2	30%**
Total Aldehydes ¹	34	35	35	5.2%	33	38	36	14%
Top 10 IVOCs								
n,n'-dimethylformamide	83	91	87	9.0%	80	89	84	11%
2-pentene, (z)- ‡	47	54	50	14%	29	34	31	18%**
junipene	16	19	18	13%	14	16	15	16%
octyl acetate ‡	16	18	17	15%	11	13	12	14%
2-ethyl-1-hexanol	13	15	14	15%	10	11	11	14%
hexanal	11	14	13	20%**	12	14	13	15%
(+)-aromadendrene ‡	11	12	12	13%	8.7	10	9	15%
toluene	10	12	11	14%	4.2	5	4.6	18%**
junipene	16	19	18	13%	14	16	15	16%**
cyclopentasiloxane, decamethyl- ‡	6.9	8.2	7.6	17%**	4.0	4.6	4.3	12%

* - TVOC values are background corrected

** - Values between duplicate samples exceed 15% variability; as such statistical reliability may be in question.

‡ - Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards

1- Total aldehydes is defined as the sum of all normal aldehydes between n-C₁ and n-C₉ plus benzaldehyde.

Table C-II
Calculated and Predicted Emission Factors for TVOC_{Toluene}, 4-PC, Formaldehyde, Acetaldehyde, Total Aldehydes and Top 10 IVOCs (µg/unit/h) and Power-Law Model Coefficients

VOC Name	Emission Factor		Power-law Model Coefficients for $E = a t^b$		Predicted Emission Factor
	72 nd hour	168 th hour	a	b*	336 th hour
TVOC _{Toluene}	330	240	1505.2	0.357	190
4-Phenylcyclohexene	<0.62	<0.62	0.6	0.000	<0.62
Formaldehyde	11	10	16.4	0.089	11
Acetaldehyde	2.4	2.2	4.2	0.128	2.3
Total Aldehydes	35	36	NA	NA	37
TOP 10 IVOCs					
n,n'-dimethylformamide	87	84	99.1	0.031	85
2-pentene, (z)- ‡	50	31	556.1	0.562	21
junipene	18	15	40.9	0.197	13
octyl acetate ‡	17	12	93.8	0.400	9.2
2-ethyl-1-hexanol	14	11	65.9	0.357	8.3
hexanal	13	13	12.9	0.005	13
(+)-aromadendrene ‡	12	9.5	32.7	0.242	8.0
toluene	11	4.6	828.9	1.014	2.3
junipene	18	15	40.9	0.197	13
cyclopentasiloxane, decamethyl- ‡	7.6	4.3	134.5	0.672	2.7

* - If power law coefficient "b" is $-0.15 < b < 0.15$, the emission factor trend is considered to be steady state and the predicted 336th hour emission factor is the average of the 72nd and 168th hour emission factors

‡ - Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards



Table C-III
Predicted Concentrations in Classroom Environment* for the MOTIV® Single Bench

	72 nd hour	168 th hour	336 th hour
TVOC	47	35	27
4-phenylcyclohexene	<0.089	<0.089	<0.089
Formaldehyde	1.6	1.5	1.6
Acetaldehyde	0.35	0.32	0.33
Total Aldehydes	5.1	5.2	5.4
Top 10 IVOCs			
n,n'-dimethylformamide	13	12	12
2-pentene, (z)- ‡	7.3	4.5	3.1
junipene	2.5	2.1	1.9
octyl acetate ‡	2.4	1.7	1.3
2-ethyl-1-hexanol	2.1	1.5	1.2
hexanal	1.8	1.8	1.8
(+)-aromadendrene ‡	1.7	1.4	1.2
toluene	1.6	0.66	0.33
junipene	1.2	1.1	1.1
cyclopentasiloxane, decamethyl- ‡	1.1	0.62	0.39

* - Assumes a CDPH-specified ventilation rate of 0.9 changes per hour and 27 students (27 benches) for classroom settings as required by ANSI/BIFMA e3-2014 Section 7.6 for classroom furniture products.

‡ Chemical compounds tentatively identified by library search using the average response factor of toluene calibration standards



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**National Cooperative Purchasing Alliance
RFP #24-22
Furniture**

TAB 5 – Products and Services/Scope

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

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.
- ◆ The following is a list of suggested (but not limited to) Furniture categories. List all categories along with manufacturer that you are responding with:
 - Ancillary Furniture Products
 - Audio / Visual Furniture
 - Auditoriums and Theaters
 - Cafeteria
 - Classroom / Educational / Dormitory
 - Conference or Breakroom / Training
 - Healthcare / Medical / Therapy Practices
 - Highmark
 - Lactation Rooms and Furniture Pods
 - Library
 - Lighting
 - Lounge / Reception
 - Office
 - Outdoor
 - Science Lab
 - Seating / Chairs
 - Tables / Meeting Conference Room
 - Work Stations



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Warranty:

Paragon's warranty is attached.

Replacement Parts:

In most cases, replacement parts are available to ship immediately. If the problem is too large, replacement parts may need to be ordered which will extend the response time.

Life Expectancy:

With proper use, the below estimates are as accurate as we can make them.

Classroom Furniture- 20 Years

Library Furniture- 20 Years

Maker Space Furniture- 20 Years

Soft Seating- 15 Years

Polypropylene chair shells typically last about 15 years, but they can last much longer depending on climate and sun exposure.

Desk laminates can typically last anywhere from 1-20 years. If the correct cleaner is used on them and no scratches are present, they will last 20+ years.

Proposed return policy:

See Paragon's warranty which is attached.

Categories Paragon is entering a bid for:

Classroom/Educational/Dormitory

Conference or Breakroom/Training

Library

Science lab

Seating/Chairs

Tables/Meeting Conference Room

Response Time for Repair or Replace during Warranty

3 weeks if it is approved

Response times depends on the size and scope of the problem.

WARRANTY

Paragon Furniture, Inc. ("Paragon") provides a lifetime structural warranty against defects. Paragon® warrants that each piece of furniture will be free from defects in material and workmanship, given normal use and care, for as long as the original purchaser owns and uses the products. Normal use is defined as the equivalent of a single shift, 40-hour work week.

Subject to the limitations and exclusions herein, Paragon®, at its discretion and as the sole remedy under the Paragon® Limited Lifetime Warranty, reserves the right to inspect, replace or repair a defective product or components with comparable product or components free of charge.

To the extent permissible, this Warranty is governed by and shall be construed under, the laws of the State of Texas to the original purchaser from an authorized Paragon® dealer and is not assignable.

LIMITATIONS: USE/CARE

- Warranty is limited to normal single shift use
- Warranty is limited to generally accepted care and maintenance of laminates, hardwoods, textiles, and whiteboard writing surfaces and are dictated by the materials manufacturer and passed on accordingly
- Laminate, whiteboard, and hardwood surfaces are subject to denting, scratching, bowing, staining, and/or gauging as a result of normal use ('usual wear and tear')
- Laminate, whiteboard, and hardwood surfaces are subject to scratches caused by abrasion, metal, and/or sharp objects
- Laminate, whiteboard, and hardwood surfaces are subject to discoloration, staining, and/or breakdown of material if exposed to heat or chemicals
- Soft seating foam is subject to softening and/or flattening as a result of normal use and/or aging

LIMITATIONS: MATERIALS/COMPONENTS

- Work surfaces defects – 15 years
- A&D Highlight, A&D READY®, and EMOJI Chairs plastic seat back, plastic seat pan, and plastic components – 15 years
- A&D Crossfit MOTION™ Sit-to-Stand Desk – 10 years
- High use items that include, but not limited to moving and wearing parts such as casters, glides, tablet arms, ganging mechanisms, and plastic and metal accents – 5 years
- MOTIV® seating wood frame – 12 years
- MOTIV® seating foam padding – 5 years
- BLENDER® seating; wood frame and foam padding – 1 year
- Pneumatic desk and chair lifts – 1 year
- Electrical components – 1 year
- Mechanical parts that include, but not limited to drawer and door mechanisms – 1 year

- Whiteboard and hardwood materials – Dictated by the material manufacturer
- Textiles – Dictated by the textile manufacturer
- Electronics that include, but not limited to televisions, and sharing switches – Dictated by the electronic manufacturer

WARRANTY EXCLUSIONS

This Lifetime Limited Warranty does not cover product misuse, abuse, or any cosmetic damage. Paragon® is not responsible for damage arising from failure to follow instructions, and other guidelines relating to the product's intended use. Paragon® is not responsible for injury or loss caused by or associated with the installation and/or use of product in any manner other than in strict conformance with the instructions set forth in its assembly and installation instructions, technical bulletins and/or product literature. Non-standard, custom sized, and/or special color made products are excluded from the Lifetime Limited Warranty. Paragon® must be immediately advised in writing of any personal injury resulting from the use of its products.

In addition, Paragon® does not warrant damages or defects to its products under the following conditions:

- An act of God
- Unauthorized service or repair and unauthorized changes or alterations of the products
- Damage from electrical power problems
- Damage caused by peripherals, hardware and software
- Usage of parts or components not supplied by Paragon®
- Damage identified as freight carrier or installer related
- Vandalism or from other external sources
- Normal wear and tear which is to be expected during course of ownership
- Appearance, durability, quality, behavior, colorfastness or any other attribute of Customers Own Material (COM) or any other non-standard Paragon material specified by the customer after application to a Paragon product
- Natural color variations, color fastness, occurring in laminate, plastics, paints, grain or texture of wood and other covering materials
- Non-compliance with assembly, installation, and maintenance instructions
- Product abuse, negligence, misuse, outdoor use, modifications or alterations not authorized by Paragon or improper care and maintenance of products
- Incidental or consequential damages such as lost profits, personal property damage, third party liabilities, damage to customer's property, and incompatibility of product with customer's flooring or other customer property
- So-called "ghost" indentions and similar damage caused by the failure to use appropriate writing makers or desk or writing pads
- Abnormal atmospheric or environmental conditions
- Damages to seating products caused by contact with tables, desks, or other surfaces

All warranty claims are subject to Paragon-approved inspections. Disputes may involve independent 3rd party evaluation.

VARIATIONS FROM WEB IMAGES, SAMPLES, OR PRINTED LITERATURE

Because of the custom nature of Paragon® product, variations can occur over time due to material availability for example. Therefore, Paragon® will not repair or replace furniture because it differs slightly from web images, samples, or other printed depictions.

MAKING WARRANTY CLAIMS

Follow these procedures to process warranty issues:

1. Contact Paragon Customer Service (800.451.8546) and provide them with the purchase order number or acknowledgement number and a detailed description of the warranty issue.
2. Customer Service will determine and pre-approve all resolutions to the claim such as replacements, parts, and labor charges.
3. Any unauthorized charges will not be the responsibility of Paragon®.

As a furniture manufacturer, we stand behind our craftsmanship and pledge to do everything we can to resolve any issues you may have within these warranty terms as quickly as possible.

Paragon® has the right to update and change the warranty at any time. Purchase of products from Paragon® shall be subject to Paragon's current warranties which can be found at <http://www.paragoninc.com>.

This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule (whether of the State of Texas or any other jurisdiction).

ANY LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR BASED UPON THIS TRANSACTION, WARRANTY, OR THE SALE, RE-SALE OR PURCHASE OF ANY PARAGON PRODUCT MAY BE INSTITUTED ONLY AND EXCLUSIVELY IN THE FEDERAL DISTRICT COURT FOR THE EASTERN DISTRICT OF TEXAS TO THE EXTENT THERE IS DIVERSITY OF CITIZENSHIP BETWEEN THE PARTIES TO THE SUIT OR A FEDERAL QUESTION INVOLVED; OTHERWISE, ANY SUCH LEGAL SUIT, ACTION OR PROCEEDING DESCRIBED ABOVE SHALL BE FILED IN THE STATE COURTS OF THE STATE OF TEXAS IN COLLIN COUNTY. EACH PARTY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS IN ANY SUCH SUIT, ACTION OR PROCEEDING. SERVICE OF PROCESS, SUMMONS, NOTICE OR OTHER DOCUMENT BY MAIL TO SUCH PARTY'S ADDRESS SET FORTH HEREIN SHALL BE EFFECTIVE SERVICE OF PROCESS FOR ANY SUIT, ACTION OR OTHER PROCEEDING BROUGHT IN ANY SUCH COURT. THE PARTIES IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY OBJECTION TO THE LAYING OF VENUE OF ANY SUIT, ACTION OR ANY PROCEEDING IN SUCH COURTS AND IRREVOCABLY WAIVE AND AGREE NOT TO PLEAD OR CLAIM IN ANY SUCH COURT THAT ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN ANY SUCH COURT HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

CHANGE ORDERS & CANCELLATION POLICY

Paragon Furniture custom-builds products per customer's specifications. As such, changes or cancellations of orders must be per-approved by Paragon Furniture and be presented to Paragon® no less than 14 business days prior to delivery. Change or cancellation requests made less than 14 business days prior to delivery will not be granted. Authorized returns will be subject to a thirty percent (30%) cancellation/change fee, plus any freight charges incurred. Products that have been unpacked, assembled and/or used will not be authorized for return.

PRODUCT RETURNS

Products produced by Paragon Furniture, Inc. to customer specification will not be accepted for return if ordered incorrectly. Paragon® will issue a Return Authorizations at its discretion for products or parts deemed defective. Merchandise received by Paragon Furniture without a valid return authorization will not be accepted by our shipping department. A return authorization can be provided by calling Paragon Customer Care at 800.451.8546.

ON-TIME DELIVERY

No minimum order requirements. The Paragon team provides on-time delivery using a variety of shipping options for your budget.

SHIPMENT DELAYS

If, following Paragon Furniture's acknowledgment of partner's purchase order, partner requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, customer shall be responsible for the payment of the following storage fees: Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet. Full trailer: \$60.00 per day per trailer. Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 - 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.



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TAB 6 – References

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 6 – References

- ◆ Provide at least ten (10) public sector references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.
Please see the attached sheet
- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume
- ◆ NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to <https://www.procurated.com>.



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TAB 7 – Pricing

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 7 – Pricing

- ◆ Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item. Price list submitted as a separate document in Bonfire
- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities
- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.



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TAB 8 – Value Added Products and Services

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

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.



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Value Added Products and Services

Design Services

Paragon Furniture has limited design capabilities.

We can do basic layouts for free and a fee will be charged for more realistic renderings.



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**National Cooperative Purchasing Alliance
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Furniture**

TAB 9 – Innovation

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

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

Recent Innovation:

Paragon Furniture, Inc completely redesigned our Motiv soft seating line. We modernized it to fit the 21st century learning experience. It has sleeker curves and smoother lines making it more aesthetically pleasing to the eye, We also designed special furniture for the second largest school district in the country. The district wanted very specific specifications for their desks and tables. We were able to design these products and delivered them earlier this year.



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**National Cooperative Purchasing Alliance
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TAB 10 – Required Documents

**Submitted by:
Paragon Furniture, Inc
July 21, 2022**

Tab 10 – Required Documents

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

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.

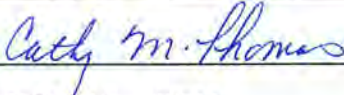
CERTIFICATION OF ACCESS TO RECORDS

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.

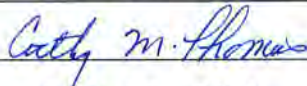
Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror:	<u>Paragon Furniture, Inc.</u>
Address:	<u>2224 E. Randol Mill Road</u>
City, State, Zip:	<u>Arlington, TX 76011</u>
Authorized Signature:	<u></u>
Date:	<u>July 19, 2021</u>

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	Paragon Furniture, Inc.
Print Name	Cathy M. Thomas, Contracts Manager
Address	2224 E. Randol Mill Road
City, State, Zip	Arlington, TX 76011
Authorized signature	
Date	July 19, 2021

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.

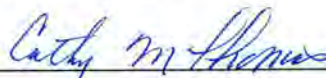
The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

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 20, 2021

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	Paragon Furniture, Inc.
Address	2224 E. Randol Mill Road
City/State/Zip	Arlington, TX 76011
Telephone No.	817-633-3242
Fax No.	817-633-2733
Email address	paragon@ironfurnace.com
Printed name	Cathy M. Thomas
Position with company	Contracts Manager
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 8 , 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.

Paragon Furniture acknowledges the Required Clauses for the Federal Government provided by the FTA and agrees to abide by them.

Cathy M. Thomas, Contract Manager

Paragon Furniture, Inc.



July 20, 2022

PARAGON

F U R N I T U R E

Jay L. Briscoe, District Contracts Manager

2224 E. Hamlet Mill Rd.

Willington, TX 76011

800-451-8546

FEDERAL CHANGES

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

Paragon Furniture, Inc. agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause a public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Paragon Furniture, Inc. agrees the federal government is not subject to obligations or liabilities to this contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Paragon Furniture, Inc. 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 of the FTA assisted project for which this Contract Work is being performed.

Paragon Furniture, Inc. further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 19086 on Contractor to the extent the Federal Government deems appropriate.

Cathy M. Thomas

Printed Name

Contracts Manager

Position with Company

Cathy M. Thomas
Signature

7/20/2022

State Notice Addendum

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

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

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

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

PARAGON

FURNITURE

1801 E. Kravitz, National Contracts Manager

2224 E Randal Mill Rd

Arlington, TX 76011

800-451-8546

STATE NOTICE ADDENDUM

Paragon Furniture, Inc will include all county, city, special district, local government, school district, private K-12 schools, higher education institutions, 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.

Cathy M. Thomas

Printed Name

Contract Manager

Position with Company

Cathy M. Thomas 7/24/2022
Authorized Signature