

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170302 Furniture, Furnishings and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor 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 Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor 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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

Legal obligations

It is the responding vendor'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 Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

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 fully 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.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170302 Furniture, Furnishings and Services

Company Name J. R., INC.

Address P.O. Box 2816

City Universal City State TX Zip 78148

Phone 800-683-0846 Fax 210-658-0329

Email of Authorized Representative wjrodriguez@jrinc.org

Name of Authorized Representative William J. Rodriguez

Title Vice President

Signature of Authorized Representative *X. William J. Rodriguez*

Date 04/17/17

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date May 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com			Contact
Phone	(903) 575-2689	Contact	Sarah Bond, Contracts Compliance Specialist	Department
Fax				Building
Bid Number	170302 Addendum 1			Floor/Room
Title	Furniture	Department		Telephone
Bid Type	RFP	Building		Fax
Issue Date	3/2/2017 08:01 AM (CT)			Email
Close Date	4/27/2017 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	J. R., INC.
Address	PO Box 2816 Universal City, TX 78148
Contact	Jesse Rodriguez
Department	
Building	
Floor/Room	
Telephone	(210) 658-6364
Fax	(210) 658-0329
Email	jrodriguez@jrinc.org
Submitted	4/20/2017 11:52:27 AM (CT)
Total	\$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature William J. Rodriguez

Email wjrodriguez@jrinc.org

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	J. R., INC. Distributor for classroom, office, library, cafeteria and early childhood furniture
6	Primary Contact Name	Primary Contact Name	William Rodriguez
7	Primary Contact Title	Primary Contact Title	Vice President
8	Primary Contact Email	Primary Contact Email	wjrodriguez@jrinc.org
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006830846
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2106580329
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Jesse Rodriguez
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	jrodriguez@jrinc.org
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006830846
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2106580329
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Doug Wolfe
19	Admin Fee Contact Email	Admin Fee Contact Email	dwolfe@jrinc.org
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006830846

21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	William Rodriguez
22	Purchase Order Contact Email	Purchase Order Contact Email	wjrodriguez@jrinc.org
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006830846
24	Company Website	Company Website (Format - www.company.com)	www.jrinc.org
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2007128
26	Primary Address	Primary Address	PO Box 2816
27	Primary Address City	Primary Address City	Universal City
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78148
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Hon, Smith System, Balt, Best-Rite, Mooreco, Biofit, Bretford, Carpets for Kids, Community, Correll, Diversified Woodcrafts, Jasper Chair, Jonti-Craft, Joy Carpets, Kl, Moser, National Public Seating, OFM, Oklahoma Sound, Palmer Hamilton, Safco, Scholar Craft, USACapitol, Wood Designs
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Converse
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes

42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	45
44	Years Experience	Company years experience in this category?	43
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
52	Regulatory Standing	Regulatory Standing explanation of no answer.	

53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

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;

(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.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

- 55 Suspension or Debarment Certification 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 governmentwide 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. Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:
- The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.
- The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.
- In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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.
- Does vendor agree?
- 59 2 CFR PART 200 (B) Termination Yes
- 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 federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>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 governmentwide 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.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>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.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

- | | | | |
|----|---|--|-----|
| 63 | 2 CFR PART 200 Federal Rule (12) | <p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
| 64 | 2 CFR PART 200 Procurement of Recovered Materials | <p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p> | Yes |

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00



TIPS – The Interlocal Purchasing System

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170302 – Furniture (Addendum 1)

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other addendums issued for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond
Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing the history of RFP 170302 – Furniture (Addendum 1)

Bid Audit History		
Return		
Date	Line	Description
5/1/2017 09:07 AM (CT)	Header	Bid request unsealed by SBOND TIPS.
4/27/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/11/2017 01:10 PM (CT)	Header	Bid Close Date extended from 4/21/2017 03:00:00 PM (CT) to 4/27/2017 03:00:00 PM (CT). By RPOWELLTIPS. Reason: To provide more time for vendors to respond.
4/7/2017 11:50 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:50 AM (CT)	Header	Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required
4/7/2017 11:40 AM (CT)	Header	Bid Request Information Copied from Bid '170302' by RPOWELLTIPS.
3/2/2017 08:01 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIPS. - Issue time adjusted by the system to balance workload.
2/27/2017 10:06 AM (CT)	Header	Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.
2/27/2017 10:06 AM (CT)	Header	Bid Request created by RPOWELLTIPS.
Items 1-10 shown of 10		
Addendum Audit History		
Return		
Date	Line	Description
4/7/2017 11:40 AM (CT)	Header	Addendum 1 created for bid '170302' by RPOWELLTIPS.
Items 1-1 shown of 1		

Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or 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.

(2) 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.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

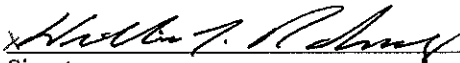
J. R., INC.

PO Box 2816 Universal City, TX 78148

Name/Address of Organization

William J. Rodriguez/Vice President

Name/Title of Submitting Official


Signature

04/17/17
Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: William J. Rodriguez
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: William J. Rodriguez

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: J. R., INC.
(Name of Corporation)

I, Louise J. Rodriguez certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

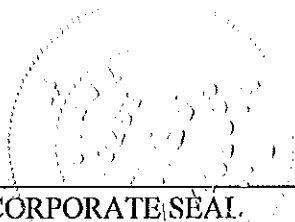
named as OFFERER herein above; that

William J. Rodriguez
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Vice President
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


CORPORATE SEAL

Louise J. Rodriguez
SIGNATURE

04/17/17
DATE

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

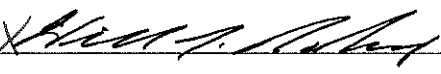
(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name J. R., INC.

Print name of authorized representative William J. Rodriguez

Signature of authorized representative 

Date 04/17/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must** make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

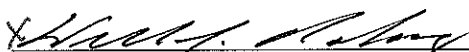
Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

J. R., INC.

Name of company expressly waiving confidential status of material



William J. Rodriguez, Vice President

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

PO Box 2816 Universal City TX 78148 800-683-0846
Address City State ZIP Phone



South Central Texas Regional Certification Agency

Your unified certification source
www.sctrca.org

December 17, 2015

Jesse Rodriguez
J. R., Inc.
P.O. Box 2816
Universal City, TX 78148

Dear Jesse Rodriguez:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

***ESBE HABE MBE SBE**

Certification Number: **215128856**
Certification Renewal: **December 31, 2017**
Certification Expiration: **December 31, 2017**

Providing the following products or services:

NAICS-423210: FURNITURE (EXCEPT DRAFTING TABLES, HOSPITAL BEDS, MEDICAL FURNITURE) MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occurred affecting your certification status. The SCTRCA will send you a Certification Renewal reminder **sixty (60) days** prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is **December 31, 2017**.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Danielle Olukotun,
Interim Director



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmb/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742007128800
File/Vendor Number:	045097
Approval Date:	02-OCT-2015
Scheduled Expiration Date:	02-OCT-2019

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

J.R., INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 02-OCT-2015, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Paul A. Gibson

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmb/cmbhub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



PO Drawer D
 2885 Lorraine Avenue
 Temple TX 76503
 254-778-4727 (O)
 254-773-0500 (F)

MooreCo PRODUCTS Limited Warranty –MooreCo warrants that your PRODUCT is free from defects in materials or workmanship, subject to the below schedule. This warranty only applies to PRODUCTS purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the PRODUCT.

If a PRODUCT is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired PRODUCT to the purchaser will be paid by MooreCo, except for PRODUCTS returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. This warranty is subject to the limitations, exclusions and other provisions below, and applies to PRODUCTS purchased after May 1, 2016, which are delivered within the United States of America and the Commonwealth of Canada.

Limitations involving particular PRODUCT lines, materials and components: The particular PRODUCT lines, materials and components listed below are warranted according to the following schedule from the date of sale:

PRODUCTS	Warranty
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Economy Soft Seating	1 Year
HPL laminate desks, tables, workstations, carts, and other furniture	12 Years
Height adjustable seating	2 Years
Non-adjustable seating	15 Years
Contract Soft Seating	See Spec Guide for details
The surface of whiteboards and mobile whiteboards with surface of glass, Gorilla Glass, porcelain steel, porcelain aluminized steel and Rubber-Tak	50 Years
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite	5 Years
The surface of whiteboards and mobile whiteboards with a surface of Mark-Rite	3 Years
iTeach, A La Cart, and Odyssey carts – with exception of electrical components	12 Years
iTeach, A La Cart, and Odyssey carts – electrical components only	2 Years
OneBoard – Surface Warranty	Limited Lifetime - MooreCo warrants the owner of the original installation that the surface material is to be free of defects for a lifetime of normal use
OneBoard – Electrical	2 years
OneBoard – Operating System compatibility	No warranty is express or implied due to future operating system updates and other modifications including software versions. Contact MooreCo for details
Other Products and Components not listed	1 Year



PO Drawer D
2885 Lorraine Avenue
Temple TX 76503
254-778-4727 (O)
254-773-0500 (F)

Exclusions: This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage caused by abuse, misuse, neglect, vandalism, accident, modifications, or water or fire.
- Damage caused by the carrier in-transit, which will be handled as claims against the carrier
- Modifications or attachments to the Product that are not approved by MooreCo.
- Products that were not installed, used or maintained in accordance with Product instructions and warnings
- Products used for rental purposes.
- Labor and/or materials to remove and replace Products.
- Damage caused by environmental issues, including use and/or storage of the Product in facilities subjected to uncontrolled high temperatures.
- Unapproved markerboards used with a projector. Only the "Interactive Projector Board with Brio Trim" is approved for use with a projector.

TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

FOR ITEACH/ONEBOARD USERS - TO THE EXTENT ALLOWED BY LAW, MOORECO MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOORECO WILL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES. THIS WARRANTY DOES NOT COVER CONSEQUENTIAL DAMAGES, LOSS OF TIME OR USE, OR OTHER INCIDENTAL DAMAGES.

NOTICE TO PURCHASERS FOR HOME OR PERSONAL USE: Federal law does not permit the exclusion of certain implied warranties for consumer Products. Therefore, if you are purchasing this Product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To obtain service under this limited warranty: By following the procedures regarding warranty claims outlined below, you can be assured of the best level of service.

1. Contact MooreCo by phone at 1-800-749-2258 or by mail at 2885 Lorraine Avenue, Temple, Texas 76501 within 30 days of discovery of the defect. Be prepared to prove you are the original purchaser of the Product and provide your model number, description of the Product, and description of the defect. Then provide MooreCo with your name, address, area code, and telephone number.
2. MooreCo will review all pertinent information regarding the claim, including inspection of the Product if deemed appropriate by MooreCo.
3. If MooreCo affirms that the Product in question is eligible under the conditions of the limited warranty as stated above, the customer service representative or another representative of MooreCo will determine whether to provide replacement parts, authorize repairs or replace the Product.

PRODUCTS RETURNED TO THE MOORECO FACILITY WITHOUT A RETURN AUTHORIZATION WILL BE REFUSED.

BioFit's 13 Year Warranty on **Seating, Tables and Multipurpose Carts**

BioFit's furniture products are warranted against mechanical or structural failure due to defective material or workmanship for 13 years of normal, multi-shift use. Pneumatic cylinders are covered for the functional lifetime of the chair or stool.

BioFit reserves the right to recondition or replace any units covered by this warranty. Freight and any other consequential damages are not covered. All return shipments require written authorization and must be freight prepaid unless otherwise approved in writing. COM (Customer's Own Material) upholstery materials are not covered.

BioFit takes its warranty, repair and maintenance responsibilities very seriously. Efforts by unqualified personnel to perform repairs on BioFit products can result in dangerous conditions which can lead to serious bodily injury. Any attempt to modify, alter or make unauthorized repairs to BioFit products may not only seriously jeopardize the safety of the user, but will void this warranty in every respect.

www.BIOFIT.com
800-597-0246





BRETFORD®

PRODUCT WARRANTY

Bretford Manufacturing, Inc.® ("Bretford") designs and manufactures its products to provide dependable operation. Therefore, Bretford warrants to you, the end-use purchaser, that all products it manufactures shall, under their normal intended use in accordance with Bretford published guidelines, be free from defects in material or workmanship for the warranty periods set forth below. Warranty periods commence on the documented date of purchase, or if such documentation is not provided, then on the date of manufacture. Any product which under its normal intended use fails to function within the applicable warranty period and is found defective in material or workmanship by Bretford, will at the option of Bretford be either repaired or replaced with the same or a functionally equivalent product without charge to you. To the extent permissible, this Warranty is governed by and shall be construed under, the laws of the State of Illinois, and is not assignable.

Standard Warranty Period

Twelve (12) years

Warranty Period Exceptions

Twenty (20) years

- Bretford Library Furniture

Five (5) years

- Bretford Wood Library Chairs
- Soft Seating Foam (*This does not include softening and/or flattening of the foam that occurs as a result of normal use and/or aging, which are excluded.*)

Three (3) years

- Electrical Components in TechGuard™ Charging Locker
- Electrical Components in Mobility Cart™ products
- Electrical and Data Components in Link™ carts
- Electrical Components in Pulse™, Focus CoreX and Core™ products
- Electrical and Data Components in PowerSync Cart® and PowerSync Tray® products
- Electrical and Data Components in PowerSync+™ Carts and Stations
- Electrical Components in PureCharge™ Carts and Stations
- Electrical Components in PowerRack® products
- PowerSync D20®

Two (2) years

- PowerSync Roller® products

One (1) year

- Speakers and Switches
- Gas Shock Assemblies
- Electrical Components in EXPLORE® products
- Electrical Components in MOTIV™ products
- Electrical Components in Plus products
- Electrical Components in Bretford Basics® products
- Locking Components in TechGuard™ Charging Locker

FOR MORE INFORMATION

11000 Seymour Avenue | Franklin Park, Illinois 60131 USA | 800-521-9614

BRETFORD.COM

Bretford, B design, Mobility Cart, Link, Pulse, Core, PowerSync Cart, PowerSync Tray, PowerSync+, PureCharge, PowerRack, PowerSync D20, PowerSync Roller, MOTIV, Basics, TechGuard and EXPLORE are trademarks or registered marks of Bretford Manufacturing, Inc. Patents Pending. ©2015 Bretford Manufacturing, Inc. All rights reserved. All other referenced product names and logos are trademarks of their respective owners.

Effective: 05/14/2015



503.232.1203 | 1637 Laurel Street Lake Oswego, OR 97034

Distributor Login (http://host0159.csmhosting.com/iw_login.m4p.pvx?;login)

Contact Us (<http://www.carpetsforkids.com/contact-us/>)



**NEW! Quick
Ship Program**

When Quality Counts!
(<http://www.carpetsforkids.com>)

CLICK HERE TO LEARN MORE
([HTTP://WWW.CARPETSFORKIDS.COM/QUICK-SHIP/](http://www.carpetsforkids.com/quick-ship/))

MENU

WARRANTIES

Carpets for Kids® provides wear warranties on all of our kids carpets:

Carpets for Kids Premium Collection

Lifetime Limited Abrasive Wear Warranty

Advanced Anti-Static Protection

Advanced Stain Protection

No Fault Edge Warranty

KIDply Backing

KID\$ Value PLUS

5 year Limited Abrasive Wear Warranty

Advanced Anti-Static Protection

Advanced Stain Protection

No Fault Edge Warranty

KIDply Backing

KID\$ Value Rugs

1 Year Limited Wear Warranty – excludes backing and serge

Advanced Stain Protection

Skid-Resistant Backing (includes **non-allergenic synthetic** latex)

Soil Resistant

Machine Washable

SOLID COLOR COLLECTIONS

KIDply® Soft Solids Collection

Lifetime Limited Abrasive Wear Warranty

Advanced Stain Protection

Advanced Anti-Static Protection

No Fault Serge Warranty

Soft-Touch Texture Blocks

Lifetime Limited Abrasive Wear Warranty

Advanced Stain Protection

No Fault Serge Warranty

Mt. Shasta Solids Collection

Lifetime Limited Abrasive Wear Warranty

Advanced Stain Protection

Advanced Anti-Static Protection

No Fault Serge Warranty

KIDplush™ Solids Collection

15-Year Limited Abrasive Wear Warranty

Advanced Stain Protection

No Fault Serge Warranty

Mt. St. Helens Solids Collection

10-Year Limited Wear Warranty

Basic Stain Protection

No Fault Serge Warranty

Carpets for Kids® (CFK) is the industry leader in high quality, educational children's rugs. We guarantee that your new carpet will not wear more than 10 percent by abrasion. If this occurs, CFK agrees to replace the carpet subject to its usage schedule. In the event that the identical carpet is not available, you may choose from a selection of carpets of comparable quality.

Damage caused by improper installation, pets, tears, spills, cuts, pilling, shedding, matting, crushing, burns and improper maintenance or cleaning methods are not manufacturing defects and are excluded.

CFK requires the original or other documentation (invoice with purchase date) as proof of warranty coverage. This warranty gives you specific rights. You may have other legal rights which vary from state to state.

In no event shall CFK be liable for incidental or consequential damages, whether in contract, warranty, negligence, strict liability or otherwise. Some states do not allow the exclusion or limitations of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

No Fault Edge Warranty™

<http://www.carpetsforkids.com/wp-content/uploads/2015/08/EdgeLogo.png>

Our double-stitched, serged edges are made to stand up to the rigors of schools and childcare environments. However, the serge can be damaged by sharp objects (such as when opening the packaging) or cleaning equipment (vacuuming up the serged edge in the beater bar). **Carpets for Kids now has a "No-Fault" Edge Warranty.**

Simply return your Carpets for Kids rug to *Carpets for Kids Re-serge Center* at your expense and we will re-serge it and ship it back to you at our expense*. We'll even send you packaging material to send it back in. For information contact our customer service department at 503-232-1203 or via email at reserge@carpetsforkids.com (<mailto:reserge@carpetsforkids.com>)

*Free return shipping valid only in the continental US.

Serge Warranty excludes KiD\$ Value Rugs

How to repair your frayed or torn serging: [Serge Repair Video](#)

<https://www.youtube.com/watch?v=OqtxtrxveQ>

**Environmentally Conscious • 100% American Made • Ask your school
supply dealer for Carpets for Kids**

[About \(http://www.carpetsforkids.com/about/\)](http://www.carpetsforkids.com/about/)

[Products \(http://www.carpetsforkids.com/product/\)](http://www.carpetsforkids.com/product/)

[Carpet Info \(http://www.carpetsforkids.com/carpet-info/\)](http://www.carpetsforkids.com/carpet-info/)

[Where To Buy \(http://www.carpetsforkids.com/where-to-buy/\)](http://www.carpetsforkids.com/where-to-buy/)

[Recycle \(http://www.carpetsforkids.com/recycle/\)](http://www.carpetsforkids.com/recycle/)

[Online Catalog \(http://www.carpetsforkids.com/online-catalog/\)](http://www.carpetsforkids.com/online-catalog/)

503.232.1203 | 1637 Laurel Street Lake Oswego, OR 97034

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wildfire
Designed & Developed
<http://wildfireideas.com>



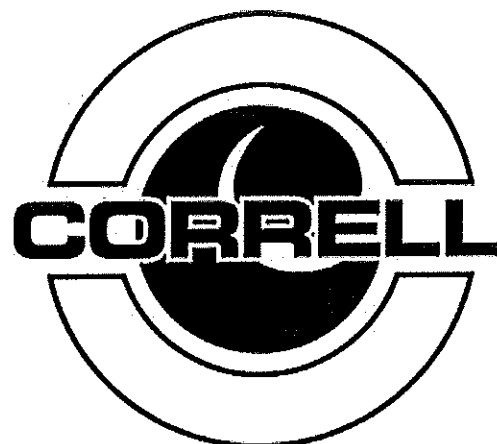
225 Clay Street
Jasper, Indiana 47546

800.622.5661 TOLL
812.482.3204 OFFICE
812.482.1548 FAX

COMMUNITYFURNITURE.COM

WARRANTY

COMMUNITY WARRANTS TO THE ORIGINAL PURCHASER THAT EACH PIECE OF FURNITURE WILL BE FREE FROM DEFECTS IN WORKMANSHIP GIVEN NORMAL USE FOR A PERIOD OF FIFTEEN (15) YEARS OF SINGLE SHIFT SERVICE. PRODUCTS USED IN MULTIPLE SHIFT APPLICATIONS INCLUDING BUT NOT LIMITED TO RESTAURANTS, CASINOS, NIGHTCLUBS, ETC. ARE WARRANTED FOR FIVE (5) YEARS. CASTERS ARE WARRANTED TO BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR A PERIOD OF FIVE (5) YEARS. FABRIC MANUFACTURERS WARRANTY WILL APPLY. ELECTRICAL ITEMS NOT MANUFACTURED BY COMMUNITY ARE COVERED FOR A PERIOD OF ONE (1) YEAR. COMMUNITY, AT ITS OPTION, WILL REPAIR OR REPLACE ANY DEFECTIVE FURNITURE WITHIN THE TERMS OF THE WARRANTY. THIS WARRANTY DOES NOT APPLY TO DAMAGE RESULTING FROM ACCIDENT, ALTERATION, OR MISUSE. GOODS OTHER THAN FURNITURE ARE SOLD BY COMMUNITY TO CUSTOMER WITHOUT WARRANTY.



Correll products are covered by a 5 year limited warranty against defects in materials and workmanship. (2 years on CP-Series and 1 year on folding chairs and melamine folding tables).

Create With Our "Light Table Series"

Download

X



MENU

Warranty



We guarantee our products against material defect and/or faulty workmanship for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts of materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is express or implied. [pdf](http://www.diversifiedwoodcrafts.com/wp-content/uploads/2016/10/DWM_Warranty.pdf) (http://www.diversifiedwoodcrafts.com/wp-content/uploads/2016/10/DWM_Warranty.pdf)

[🐦 \(https://twitter.com/DiversifiedWood\)](https://twitter.com/DiversifiedWood)
[f \(https://www.facebook.com/divwoodcrafts\)](https://www.facebook.com/divwoodcrafts)

[P \(https://www.pinterest.com/diversifiedwood/\)](https://www.pinterest.com/diversifiedwood/)

[in \(https://www.linkedin.com/company/diversified-woodcrafts-inc-?trk=biz-companies-cym\)](https://www.linkedin.com/company/diversified-woodcrafts-inc-?trk=biz-companies-cym)

[@ \(https://www.instagram.com/diversified_woodcrafts/\)](https://www.instagram.com/diversified_woodcrafts/)

CUSTOMER STORIES (<https://www.diversifiedwoodcrafts.com/about/customer-stories/>)

IMAGE DOWNLOAD (https://www.diversifiedwoodcrafts.com/products/?image-download&page_number=0&page_size=20)

LITERATURE REQUEST (<https://www.diversifiedwoodcrafts.com/literature-request/>)

LITERATURE (HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/LITERATURE/)	VISUAL SUPPORT (HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/VISUAL-SUPPORT/)	COMPLIANCE (HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/COMPLIANCE/)
ASSEMBLY INSTRUCTIONS (HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/LITERATURE/#ASSEMBLY-INSTRUCTIONS)	LOGOS (HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/VISUAL-SUPPORT/#LOGOS)	MAS CERTIFIED GREEN (HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/COMPLIANCE/MAS-CERTIFIED-GREEN/)
PRODUCT PROFILES (HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/LITERATURE/#PRODUCT-PROFILES)	PRODUCT VIDEOS (HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/VIDEOS/#PAGE_0)	SEFA (HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/COMPLIANCE/SEFA/)

MADE IN THE USA

([HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/PURCHASE/MADE-IN-THE-USA/](https://www.diversifiedwoodcrafts.com/purchase/made-in-the-usa/))

STAIN OPTIONS

([HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/VISUAL-SUPPORT/](http://www.diversifiedwoodcrafts.com/resources/visual-support/))

WARRANTY

([HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/PURCHASE/WARRANTY/](https://www.diversifiedwoodcrafts.com/purchase/warranty/))

SURFACE OPTIONS

([HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/RESOURCES/VISUAL-SUPPORT/#SURFACE-OPTIONS](http://www.diversifiedwoodcrafts.com/resources/visual-support/#surface-options))


CORPORATE ([HTTP://WWW.DIVERSIFIEDWOODCRAFTS.COM/ABOUT/](http://www.diversifiedwoodcrafts.com/about/))

DIVERSIFIED CASEWORK ([HTTP://DIVERSIFIEDCASEWORK.COM](http://diversifiedcasework.com))

OC RIVER ([HTTP://OCRIVER.COM](http://ocriver.com))

SITE MAP ([HTTPS://WWW.DIVERSIFIEDWOODCRAFTS.COM/LEGAL-SITE-MAP/](https://www.diversifiedwoodcrafts.com/legal-site-map/))

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 (<http://clicky.com/101000589>)



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

Every time you purchase a HON product, you're making an investment in your future. We're proud to play a part in that future, and you can trust us to do our best for as long as you need us. The HON Full Lifetime Warranty is our assurance to you that the HON desks, workstations, seating, tables, or storage you purchase will be free from defective material or workmanship for the life of the product. In the unlikely event that any HON product or component covered by the HON Full Lifetime Warranty should fail under normal workplace use as a result of defective material or workmanship, HON promises to repair it. If we are unable to repair it, we will replace it with comparable product, or if preferred, we will refund the purchase price.

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

Your HON Full Lifetime Warranty applies to product manufactured after January 1, 2011. All HON product lines, materials, and components are covered by the HON Full Lifetime Warranty except for the items described below.

The specific product lines, materials, and components listed below are covered under HON's Full 12-Year, Full 10-Year, and Full 5-Year Warranties (from date of purchase).

HON'S FULL 12-YEAR WARRANTY

- Electrical components (LED task lights, lamps and ballasts are not covered)
- Seating ilira®-stretch
- Seating controls
- Pneumatic cylinders
- Wood seating
- Accessories
- Laminate surfaces
- Veneer Surfaces

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

- All LED task lights
- Panel and seating textiles
- Electric Height Adjustable Table Bases (Including Memory Control)
- Directional Desktop Sit-to-Stand Risers
- Soothe Patient Recliner Central Lock Mechanism
- Soothe Patient Recliner Pivoting Arm

These warranties apply to HON products sold within the United States of America, U.S. Territories, and Canada, as well as U.S. Military and Federal Agency purchases (regardless of location).

IS ANYTHING NOT COVERED?

There are a few exclusions to the HON Full Lifetime Warranty and to the 12, 10 and 5-year warranties. These exclusions are:

- All *basyx* by HON® products (these products are covered under a separate *basyx* by HON warranty).
- Color-fastness or matching of colors, woodgrains, or textures occurring in wood, leather, or other materials that naturally exhibit inherent color variations.
- Customer's own materials (COM) selected by and used at the request of the user.
- Modifications or attachments to the product that are not approved by The HON Company and product failures resulting from such modifications or attachments.
- Product normal wear and tear, which are to be expected over the course of ownership.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- Products used for rental purposes.
- Damage caused by cleaning chemicals.
- Dye transfers caused by external contaminants (including clothing and accessory dyes such as those used on denim jeans) may migrate to lighter colors. This phenomenon is increased by humidity and temperature and is irreversible.

WARRANTY REQUESTS OR QUESTIONS?

Your HON Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your HON dealer. If you are not sure who your dealer is, please call HON Customer Support at 800.833.3964.

THAT'S YOUR HON FULL LIFETIME WARRANTY AS AN OWNER OF HON PRODUCT, THE WARRANTY EXPLAINED HERE IS YOUR SOLE AND EXCLUSIVE REMEDY. THERE ARE SOME EXCEPTIONS IF YOU PURCHASED THE PRODUCT FOR HOME OR PERSONAL USE WHICH ARE EXPLAINED BELOW. TO THE EXTENT ALLOWED BY LAW, THE HON COMPANY MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE HON COMPANY WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

Please note, this section only applies if you purchased your HON product for your home or for your own personal or family use. HON's warranties give you specific legal rights and you may have other rights, which vary from state to state. As a consumer purchaser, the complete exclusion of implied warranties noted in the above paragraph does not apply to you, however, to the extent allowed by applicable state law, the implied warranties are limited to the applicable term of the warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

Product Number

[DESIGN CENTER](#)[PRODUCT](#)[PRODUCT DETAILS](#)[RESOURCES](#)[ABOUT](#)[DOWNLOADS](#)

Product Details > Terms & Conditions

**Pricing**

All prices shown are list and are F.O.B. factory. Effective price lists supersede any and all prices previously quoted and are subject to change. Jasper Chair will only honor pricing from an effective price list or a valid written quote.

Freight Estimates

Freight estimates are approximated costs and are subject to change. Please contact our Customer Service Department for help.

Orders

All orders must clearly state the quantity, model number, wood species, finish selection, fabric selection if applicable, expected delivery date, and shipping address to be entered. It is the responsibility of the salesperson to supply Jasper Chair with all the necessary information. We accept no liability for an incomplete order. Incomplete orders cannot be entered and cannot be scheduled into production until all the necessary information is received. If you place an order with Jasper Chair and do not receive an order acknowledgment within five business days, please contact the factory.

Acknowledgments

Order acknowledgments are faxed the same day the order is entered. Please review the acknowledgment and contact the factory within ten calendar days of our date received if corrections are necessary. Later changes will be subject to factory approval and possible charges depending on the status of the order. Orders being processed in two weeks or less will not be allowed to change after the date received.

Order Amendments

Amendments to an entered order must be done in writing. There may be charges assessed depending on the status of the order.

Cancellations

Cancellation of an order must be done in writing. There may be charges assessed depending on the status of the order. Orders specifying a custom finish may not be canceled once the finish process is underway.

Shipments

Jasper Chair will select a quality carrier with the best possible freight rate unless a carrier has been specified in writing on the order. If a dealer selects the carrier, Jasper Chair cannot be held liable for any damages that occur to said shipment.

Freight Claims

All shipments are delivered to the carrier in good condition and our liability ceases thereafter. Please inspect all shipments upon receipt and note any shortages or damages on the bill of lading. If the shipment arrives damaged or short, and Jasper Chair has chosen the carrier, you must notify the factory within 7 days of receipt of the shipment. However, if the carrier is one of your own choosing, you should file a claim immediately with the carrier. Failure to file a claim within 7 days after receipt of the shipment constitutes acceptance and a waiver of any possible claim.

Returns and Repairs

DESIGN CENTER

PRODUCT

All returns must be factory authorized and must be shipped freight prepaid. Any shipment returned unauthorized or freight collect will be refused. Upon receipt of the returned product, Jasper Chair will determine whether the product is defective. Liability for defective products is limited to repair or replacement. There will be no credit issued for returned product.

Product Number

DOWNLOADS

Replacement Parts

Please contact your factory service person for help and pricing concerning replacement parts.

Warranty

Each piece of furniture manufactured by Jasper Chair Company, Inc. is warranted to the original purchaser to be free from defects in material or those resulting from workmanship for a period of five years. All swivel controls, casters, and fabrics are warranted by their respective manufacturers based on their conditions. This warranty does not apply to damage resulting from misuse accident. Warranty claims must be in writing and Jasper Chair will determine whether to repair or replace the defective product.

Jasper Chair Company, Inc.
534 E. 8th Street
Jasper, IN 47546

Telephone: 812-482-5239
Toll Free 866-891-8289
Fax: 812-482-1066
Contact Form

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Subscribe to our mailing list

email address



Warranty

Jonti-Craft, Inc. unconditionally guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call us before it has been used and we will arrange to have it shipped back to our plant for replacement.

Our Customer Relations Team will be happy to assist you in filing a warranty claim. Please contact us ([./Contact/index.html](#)) via email or phone to begin the process. Please be prepared to explain the problem you have experience with your product, including invoice number, purchase date, and photos and we will guide you through the warranty claim process.

We will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer. *Please note: Jonti-Craft products are for indoor use only.*

LIFETIME WARRANTY

Jonti-Craft® Birch Furniture
Rainbow Accents® Furniture
MapleWave® Furniture
TrueModern® Furniture
YoungTime® Furniture
KYDZ Suite® Furniture

5 YEAR WARRANTY

Sprutz® Furniture
Berries® Tables and Chairs
Jonti-Craft® KYDZ Ladderback
Chairs

1 YEAR WARRANTY

ThriftyKYDZ® furniture
Jonti-Craft® Glider Rocker

90 DAY WARRANTY

RooMeez® Furniture

Worry-free Edge Warranty™

Joy Carpets area rugs are finished with the finest and most durable rug serging in the industry. Constructed from 100% Nylon and specifically developed to withstand the demands of early childhood environments, our durable serging will provide years of worry free service.

If serging becomes damaged for any reason, simply return the rug to Joy Carpets, and we will repair and return at no charge. Contact Joy Carpets Customer Service for a return authorization and rug packaging.

Policy:

- FedEx and UPS small parcel shipments only
- Returns must be aesthetically clean
- Applicable to contiguous United States only

Joy Carpets Customer Service
800.645.2787 ext:130
joycarpets@joycarpets.com

10 YEAR

Limited Wear Guarantee

Surface pile abrasive wear guaranteed not to exceed 10%

Carpet and rugs are warranted for indoor floor covering by the manufacturer. If properly installed and maintained in accordance with acceptable industry standards, the surface pile face fiber will lose no more than 10% of the pile face fiber by weight for the useful life of the carpet due to normal foot traffic.

This warranty is for abrasive wear only, and is not intended as a warranty on tears, burns, pulls, cuts, pilling, watermarking, matting, crushing, or damage due to improper use, installation, cleaning agents or methods.

The warranty is limited to the original end-user purchaser. Stairs and areas subject to abnormal use are excluded, i.e. damage from golf spikes, ski boots, skates, roller chairs without pad, furniture depressions, athletic equipment, heavy-wheeled devices, etc.

This warranty does not include consequential or incidental damages of any nature resulting from a carpet failure or replacement. No charges for floor preparation or movement of furniture and/or equipment are allowed.

Soiling and/or staining and traffic lane wear are not manufacturing defects and are not guaranteed.



RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured after May 31, 1997 and manufactured and/or distributed from a manufacturing site in North America (U.S., Canada, Mexico.) This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use (e.g. site furnishings in miscellaneous).

This warranty does not apply to damage caused by carrier, alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products. It also does not apply to "Customer's Own Material" (i.e., material supplied by the Customer that is not a standard KI product offering) used in the manufacture of KI products. KI does not warranty the matching of color, grain or texture, except to within commercially acceptable standards. A product will not be considered defective, and KI will not be obligated to replace it, if the product is subject to any of KI's written planning, installation or user guides, and is not installed or used as recommended therein.

Modification to U.L. Listed products eliminates the listing.

EXCEPT AS STATED ABOVE, KI MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY PRODUCT AND IN PARTICULAR MAKES NO WARRANTY OF FITNESS FOR ANY PARTICULAR USE. AT KI'S OPTION, PRODUCT REPAIR, REPLACEMENT, OR REFUND OF PURCHASE PRICE IS THE CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL PRODUCT DEFECTS.

KI will not be liable for consequential, economic, or incidental damages arising from any product defect. International Warranties may differ.

PRODUCT LINE	WARRANTY
Architectural Walls **Validate high wear parts listed in miscellaneous section below.	
• Genus Wall and Lightline including wood door leaves (exceptions include wood veneer wrapped parts, wall coverings, and mechanical parts such as door hardware, sliding door mechanisms, and brackets used to hang or accommodate non-KI product)	10 Years
• Genus Wall - wood veneer wrapped parts, wood veneer panel faces/shells	5 Years
• Genus Wall - wall coverings	1 Year
• Third Party Supplied Product (such as door hardware, film, and sliding door mechanisms)	Supplier Warranty
• Genus and Lightline Non-Obsolescence - components and parts, with the exception of third party supplied product (such as wall coverings, glass, and door hardware) are guaranteed to be compatible and available for purchase for ten years from the date of the original order.	10 Years
Classroom Furniture **Validate high wear parts listed in miscellaneous section below.	
• 360 Degree, Intellect, Intellect Wave, Ivy League, Learn2 (except lift lid and worksurface supports)	15 Years
• Learn2 worksurface support and mechanisms	12 years
• Intellect Activity Tables	10 years
• Dorsal 1090, Dorsal Student Desk	10 Years
• Ivy League lift lid supports	5 Years
Casegoods **Validate high wear parts listed in miscellaneous section below.	
• Casegoods - Aristotle, Dante, Darwin, DaVinci, and Desanti (structural integrity only)	Lifetime
• Casegoods - Dante Membrane Press-Top	5 Years
Deskings (also see Tables) **Validate high wear parts listed in miscellaneous section below.	
• True, WorkZone, and 700 Series Desk	Lifetime
• Adjustable WorkZone and Genesis	10 Years

PRODUCT LINE	WARRANTY
Files & Storage **Validate high wear parts listed in miscellaneous section below.	
• 700 Series, All Terrain Storage, Connection Zone storage, Essex, E-Series, Photofile (except drawer/door slides), U-Series	Lifetime
• Files & Storage - drawer/door slides	10 Years
• Connection Zone storage and U-Series moving/wearing parts	5 Years
Fixed Seating **Validate high wear parts listed in miscellaneous section below.	
• Auditorium Seating - Ana, Concerto, and Lancaster (except tablet arms)	10 Years
• Auditorium Seating - tablet arms	5 Years
• Wharton Lectern	10 Years
• Fixed Seating - Jury Base, Single Pedestal, Sequence, Seminar, and University (except spring & bushings)	10 Years
• Fixed Seating - Jury Base slide mechanism	5 Years
• Fixed Seating - springs and bushings	1 Year
• Spectator Seating - HIS beams and uprights	10 Years
• Spectator Seating - HIS plastic components	5 Years
Residence Hall Furniture **Validate high wear parts listed in miscellaneous section below.	
• Residence Hall - RoomScape, Madison and Trendmaster	15 Years
• Residence Hall - Sustan	10 Years
• Residence Hall - RoomScape mattresses	5 years
Library Furniture **Validate high wear parts listed in miscellaneous section below.	
• Library Furniture - Crossroads	15 Years
• Library Furniture - Archive	10 Years
Panel Systems **Validate high wear parts listed in miscellaneous section below.	
• All Terrain, Flexible WorkSpace, Prosper, System 3000, Unite and Wireworks (except Balance Overheads and Electrical Products)	Lifetime
• Balance Overheads and electrical products	10 Years
• Prosper electrical components	10 Years
• Prosper moving/high-wear parts	5 Years

■ Terms Conditions Rights and Warranties

Updated November 6, 2014



Furnishing Knowledge®

PRODUCT LINE	WARRANTY
Seating **Validate high wear parts listed in miscellaneous section below. Note: Refer to ki.com/pricelists for specific product names.	
• Multiple Seating	Lifetime
• Healthcare Seating including LaResta Daybed	Lifetime
• Healthcare - Daybed, Sleep Chair, Warren Chair, Rose and Companion Seating	10 Years
• Lounge Seating	Lifetime
• Guest Seating	Lifetime
• Professional Seating, Benches	Lifetime
• Stack/Nesting (including tablet arms)	10 Years
• Task/Desk (except Engage 2477, Heroic, and Pilot)	10 Years
• Task/Desk - Altus Mesh/Fabric, Engage 2477, Heroic and Pilot Seating	10 Years - 24 hour use
• Public Seating (including tandem seating)	10 Years
• Public Seating - GateOne	10 Years - 24 hour use
• Medical and Laboratory Stools, Chair Dollies	10 Years
• Folding Chairs and Stools	5 Years
• Fabricated metal frames, controls, columns, casters, exposed wood framed chairs	5 Years
• Sleeper mechanical controls, recliner mechanical controls, glider mechanical controls	3 Years
• Chair Casters and Storage Casters	5 Years
Tables (also see Deskling) **Validate high wear parts listed in miscellaneous section below.	
• Athens; Barron; DataLink MP; Elite; Hurry Up!, Inquire, Junior, Prouette, Portico, Serenade, Synthesis, Toggle, Trek, Venue, WorkUp	10 Years
• Powered Tables - Connection Zone benching, DataLink, Flat Screen Garage (except electrical components), InTandem, PowerConviv, Smart Lift (except pneumatic cylinder)	Lifetime
• Powered Tables - Backbones and electrical components	10 Years
• Powered Tables - electrical components and pneumatic cylinders - Flat Screen Garage, Genesis, Smart Lift, Toggle, WorkUp	5 Years
• Occasional Tables (except wood framed tables)	Lifetime
• Occasional Tables with wood frames	5 Years
• Tops with Resin Edge, ValueLife, DuraLife	10 Years
• Folding Tables and Accessories, Activity Tables, Table Caddies	5 Years
• Table Casters and Storage Casters	5 Years
• Café/Way Tables - frames, tops, benches, stools	15 Years
• Uniframe Table - tops with Perfect Edge only (excludes frame)	Lifetime
• Uniframe Tables - frames, tops with bullnose or PVC edge, and convertible benches (shipped on or after 12/27/12)	15 Years
• Uniframe Tables - frames, tops with bullnose or PVC edge, and convertible benches (shipped before 12/27/12)	10 Years
• Uniframe Tables - cylinders	5 years
Blu Sky Collection **Validate high wear parts listed in miscellaneous section below.	
• Boss Design (20 Series Table, 200 Series Chairs and Tables, 400 Series Lounge Seating, 600 Series Chairs, 6100 Series Chairs, 6200 Series Chairs, Kurv Benches)	Lifetime
• Gispex Product (Bertago, Bronto, Centraal Museum, Jovi, Mondial)	3 Years
• Exude (by Viasit)	10 Years
• Itoki DD and Itoki DP	10 Years
• Jobi	10 Years
• Norie	3 Years
Miscellaneous **Validate high wear parts listed below.	
• Gadgets Desktop Accessories	15 Years
• Innovative LCD Pneumatic Monitor Arms	10 Years
• Foam - Seating (Public, Stack/Nesting, Task/Desk, Folding Chairs and Stools) and Healthcare	10 Years
• Foam - Seating (Multiple/Healthcare, Lounge, Guest, Professional, and Benches)	5 Years
• Mesh - as used with mesh seating except for DuraMesh	10 Years
• Mesh - as used on DuraMesh	5 Years
• Power/Up Modules and Qi Wireless Power Griddles	10 Years
• Pneumatic cylinders (seating and Smart Lift table only)	10 Years
• Site Furnishings - Indoor Products	10 Years
• Site Furnishings - Outdoor Products	3 Years
• **High wear parts such as wood veneers, KI Ingrade fabrics and leathers, KOM, other covering material/finishes, laminate or glass top surfaces, wood veneers, glides, springs, bushings, user-adjustable height work surface mechanisms, sleeper mattresses	1 Year
• Third Party Supplied Product	Supplier Warranty
• Non-standard Product that does not alter function, but only finish (i.e., paint color, laminate, plastic color, griddle removal)	Standard Product Listed Above
• Non-standard Product that does alter function	1 Year

MOSER CORPORATION / MANUFACTURING DIVISION



FIVE (5) YEAR WARRANTY

CUSTOMER:

ADDRESS:

CITY: STATE: ZIP CODE:

PROJECT:

Moser warrants that each item sold hereunder shall be free of defects in materials and workmanship for a period of five year from _____, except as limited below. Should defects appear in any goods sold hereunder within the warranty period, Moser will repair or replace any item or defective part or parts which are returned to Moser's facilities at Buyer's expense upon twenty (20) days prior to written notice, and pursuant to a Moser returned goods authorization. Said notice shall specify the nature of the defect, which defect must have occurred within the guarantee period stated above. Buyer will be charged for any replacement parts and items when shipped to Buyer by Moser, but full credit will be given to Buyer by Moser when the defective parts are returned to Moser pursuant to such Moser returned goods authorization.

This warranty does not apply to any goods of replacement parts which have been damaged through misuse, negligence or accident (including shipping damage) on the part of the Buyer or any third party. This warranty does not apply to any item in which parts other than replacement parts, or parts approved by Moser have been used if said parts are or may be the cause of failure, nor does Moser assume the cost of repairs made without Moser's express approval.

For any breach of warranty, express or implied, the liability of Moser to Buyer or to any person is hereby expressly limited to the replacement of any article which shall appear to be defective in the opinion of Moser. In no event shall Moser be liable for lost profits, goodwill or any consequential or incidental damages. No breach of warranty for any goods furnished hereunder shall be asserted against Moser more than one year and fifteen (15) days after the date of delivery to carrier F.O.B. Moser's facilities.

AUTHORIZED BY: _____

TITLE: _____

STATE OF: _____

COUNTY OF: _____

SUBSCRIBED & SWORN TO BEFORE ME THIS _____ DAY OF _____, 2017.

NOTARY PUBLIC: _____

MY COMMISON EXPIRES: _____

Your One-Stop Source for Quick Ship, Institutional Grade Furniture

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Company Info

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Manufacturer's Warranty

National Public Seating® offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.



Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

*Fifteen years on Mobile Cafeteria Tables

*One year for Commercialline



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[Dealer Locator](#)
[Contact Us](#)

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OFM, LLC Limited Lifetime Warranty

OFM hereby warrants that the products distributed by it shall be free of all defects in original material and workmanship for the life of the product under normal use. OFM will repair or replace, at our option any product or component that is defective in material or workmanship. This warranty only applies to products purchased directly from an authorized OFM dealer, and is valid for the original purchaser only.

Exclusions

Exclusions to the Warranty are as follows:

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Products used for rental purposes
- Failure to provide reasonable and necessary maintenance (as prescribed in the product instructions)
- Transportation and labor costs associated with warranty replacements

Seating

All seating is covered under warranty for the life of the product under normal use. Limitations involving materials and components are:

- 2 years all fabric and upholstery materials
- 7 years gas lifts
- COM Fabric is not covered under this warranty

Normal Commercial Usage for Seating is defined as 8 hours a day, 5 days a week with a weight capacity not to exceed 250 lbs.

The models listed below are rated for a 300 lb., 350 lb., 400 lb. and 500 lb. weight capacity and are warranted under the standard Normal Commercial Usage for Seating:

- 300 lbs
Model ORO300
- 350 lbs
Model ORO100
- 400 lbs
Model ORO200
Model 407 and 407-VAM
Model 409 and 409-VAM
Model 700
Model 710
Model 711
Model 800-L
Model 841
- 500 lbs
1006 and 1007 All Versions
Model 300-XL
Model 300-XL-VAM
Model 810-LX
Model 811-LX
Model 821
Model 822
Model 831
Model 832

OFM offers many models covered under warranty for a 24-Hour a day, 7 days a week usage. All standard seating limitations listed above still apply to this category of seating.

The models listed below are rated for a 250 lb. & 400 lb. weight capacity with 24-Hour a day use:

- 250 lbs
Model 241
Model 241-VAM
- 400 lbs
Model 247
Model 247-VAM

Tables and Desks

All tables and desks are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

- 5 years tops
- 10 years frames

Pedestals

All pedestals are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

10 years full suspension glides

RiZe Panel System

All panels and corner posts are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

10 years frames and frame welds

5 years vinyl and fabric panels under normal use

X5 and X5 Lite Shelving System

Normal usage for all X5 and X5 Lite Shelving Systems is defined as not over-exceeding the weight capacity per shelf (X5: 800 lbs. per shelf, X5 Lite: 300 lbs. per shelf, evenly distributed) along with using the system on no or low pile carpet to prevent any unbalanced track issues.

All X5 and X5 Lite components are covered under OFM's Limited Lifetime Warranty under normal use as defined above.

*Maintenance: check for loose screws every 6 months and tighten.

To the extent allowed by law, OFM makes no other warranty, either expressed or implied. OFM will not be liable for any consequential or incidental damages.

Today's Technology, Tomorrow's Promise.

OUR PRODUCTS

COMPANY INFO

CATALOGS & BROCHURES

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Company Info

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warranty

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Manufacturer's Warranty

Our lectern undergoes the most rigid and exacting tests for superior quality and performance before leaving our factory. **Oklahoma Sound®** warrants all products to be free from defective material and workmanship on the electronic product speakers and microphones for five years from the date of resale by an authorized Oklahoma Sound® distributor. Oklahoma Sound® will replace defective parts and repair malfunctioning products under this warranty when the defect occurs under normal installation and use, provided the unit is returned to our factory via prepaid transportation after direct authorization and approval by Oklahoma Sound®. This warranty provides that examination of the returned product must disclose in our judgement, a manufacturing defect. This warranty does not extend to any product which has been subject to misuse, neglect, accident, improper installation, or where the serial number has been removed or defected and is given in lieu of any other warranty implied or expressed and will not cover any consequential damages.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option, (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

Terms & Conditions
Dealer Locator
Contact Us

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Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)
Mobile, Covey - Cluster Seating & Accessories	
Mobile Folding Tables, Wall Pocket Systems, T-Rex by Nomad	15 ^A
Recycle & Trash Receptacles, Condiment Centers, Covey - Cluster Seating	5 ^B
Palmer Hamilton Design	
Cabinetry, Planters, & Crowd Control Products	5 ^C
Art & Décor Products	5 ^C
Nomad Tables	
Aero, Alloy, Story, Sync	5
Parx	1
Re-Load - charging hub, charger and battery. - table surface, frame and base.	1 ^D 5 ^D
Nomad Seating	
Chariot - Booths, Settees & GoPanels	5
Buddy Bench	5 ^B
Encore, Cosmo - Chairs	5
Hive, Daisy - Collaborative Lounge	5 also see Hive Pricer for details
Filo, Kendo, Tiki - Chairs	2
Kurpie - Chairs	1
Spree - Chairs	5
TimberRidge - Chairs	1
All other metal frame stack chairs	2
Other	
Carts, Booth Movers, Essay	5
Booth Movers	2
Essay - Library Shelving and Circulation Desks	15

Note: For ^{A,B,C,D} and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold (Including Nomad) is considered a normal wear and tear item and not subject to warranties specified in table on page 1, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool model NOMAD products, or any HIVE or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

Mobile & Accessories:

- ^A T-Rex – 60" round single flip top table is warrantied for 5 years.
- ^B Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Palmer Hamilton Design:

- ^C Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Nomad Tables:

- ^A Alloy – Cast bases and columns are warrantied for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- ^B Reload – See Re-Load Operations Manual for details.

Nomad Seating:

- **Chariot Booth** – Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Encore and Cosmo Chairs** – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- **Spree Chairs** – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- **Daisy** - Frame and structure are warrantied for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Hive** – Because of the extremely custom nature of this product line, please see the Hive Pricer for coverage limits and exclusions.

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.

All warranty terms, conditions, limitations and exclusions are subject to change without notice.



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WARRANTY

Our warranty is a way of pledging excellence in the quality of our products. It is a way of protecting our customer's investments and continuing product improvement. Mostly, our warranty is a way of extending our dedication to our customers.

LIMITED LIFETIME WARRANTY

Safco warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

One Year: Mogo Seat

Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, Tango™ and Electric Height-Adjustable Table Series laminates. AlphaBetter® Phenolic and Kydex® tops.

Five Years: Glides, casters and polymer-based components, user-adjustable work surface mechanisms, seating upholstery fabrics, foam, laminates, veneer finishes and other covering materials, drawer glides, controls and guides that are in contact with moving parts, AlphaBetter® patented Pendulum™ Swinging Footrest Bar and electrical components.

Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™, Cogo™).

WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective upon improper installation, or misuse of the product or its components.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.

- Use of non-multiple shift products for multiple shifts.
- Products used for rental purposes.

Safco's warranty obligation is limited to normal use upon receipt of our products.

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorata manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)

WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.

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Limited Lifetime Warranty

#1 Scholar Craft Pkwy, PO Box 170748, Birmingham, AL 35217

The warranty information below is effective on all Scholar Craft products for orders manufactured after June 1, 2016. For warranty information concerning orders placed prior to June 1, 2016, please refer to the warranty information contained in the published price list of the corresponding year. For additional information relating to warranty, please contact your Customer Service Representative.

Effective June 1, 2016

Scholar Craft warrants to the original purchaser that its products are free from defects in material and workmanship under normal classroom use for as long as the life of the product, except as set forth below.

During the warranty period, Scholar Craft will replace, or at its option, repair locally, repair at its factory, any Scholar Craft brand product manufactured after June 1, 2016 that, upon inspection by Scholar Craft, is determined to be defective in material or workmanship.

This warranty is subject to the following provisions:

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. Scholar Craft does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted.

Our products are intended for interior use — exterior use of them will void the warranty.

The materials and components listed below are covered from the date of sale according to the following:

Seating controls, glides, pneumatic cylinders, casters – 3 years.

This warranty does not apply to:

- Normal wear and tear
- Damage from environmental factors
- Damage from sharp objects
- Damage from accident, alteration, misuse, or improper installation or maintenance
- Modifications or attachments to the product not approved by Scholar Craft
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products – Scholar Craft, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to Scholar Craft.
- All warranty claims are to be made in writing by the original purchaser. The original purchaser may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

To the extent allowed by law, Scholar Craft makes no other warranty, either expressed or implied, including any warranty or merchantability or fitness for a particular purpose. Scholar Craft is not liable for any consequential or incidental damages. This warranty contains the original purchaser's exclusive remedy.

Your Scholar Craft Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Scholar Craft Dealer.



Smith System Limited 12 Year Warranty with Lifetime Frame Warranty

The following Smith System warranty applies to products shipped after February 28, 2013

Smith System Manufacturing Company promises to repair or replace any Smith System brand product or component that is substantially defective in material or workmanship for twelve years and lifetime for metal frames on chairs and tables for the original purchaser, or at our election give a credit up to the invoice price of the product only. This is your sole and exclusive remedy for products found by Smith System to be defective. This warranty, which runs from the date of shipment, is subject to the limitations, exclusions and other provisions below.

Smith System may repair or replace, at its sole discretion, any portion of the subject product, which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Smith System shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. Smith System will not pay labor costs associated with repairs or replacements. All incidental or consequential damages which may arise, including, but not limited to, lost profits, personal property damage, and third party liabilities are hereby expressly excluded. Likewise, Smith System will not be responsible for any damage to customer's property caused by incompatibility of the product with customer's flooring and other customer property.

Exclusions:

This warranty does not apply and no other warranty applies to:

- Normal wear and tear, which are to be expected over the course of ownership.
- Defects caused by abusive or abnormal use of the product.
- Damage caused by the carrier in transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by Smith System.
- Products that were not installed, used or maintained in accordance with product instructions and warnings.
- One year on all moveable/high wear parts (pneumatic lifts, casters, glides, bushings, nest and fold mechanism etc).
- One year on all electrical components.
- One year on whiteboard surfaces.

Smith System products are not intended or warranted for outdoor use. In addition, some natural color variations occurring in plastics, laminates, paints, or other natural materials are inherent to their character, and cannot be avoided. Therefore, they are not considered defects. Smith System does not warrant the color-fastness or matching of colors, grains or textures of such materials. Customer's own materials selected by and used at the request of a user are not warranted.

Please contact Smith System at 1-800-328-1061 if you have further questions.



WARRANTY

USACAPITOL WARRANTS THAT ITS PRODUCTS SHALL BE FREE OF ALL SUBSTANTIAL DEFECTS IN ORIGINAL MATERIAL AND WORKMANSHIP THAT MAY BECOME EVIDENT WITHIN TEN (10) YEARS FROM THE DATE OF PURCHASE. USACAPITOL WARRANTS THE STRUCTURAL INTEGRITY OF OUR METAL FRAMES FOR ITS LIFETIME.

LIFETIME FRAME STRUCTURE WARRANTY

USACAPITOL GUARANTEES FOR THE WARRANTY PERIOD FROM THE DATE OF SHIPMENT AGAINST PRODUCT DEFECTS IN CONSTRUCTION, MATERIALS, OR WORKMANSHIP. USACAPITOL RESERVES THE RIGHT TO REPAIR OR REPLACE SUCH PARTS. THIS LIMITED WARRANTY DOES NOT COVER APPARENT DEFECTS CAUSED BY ABUSIVE OR ABNORMAL USE OF THE PRODUCT, IMPROPER ASSEMBLY, OR FAILURES RESULTING FROM INADEQUATE INSPECTION AND MAINTENANCE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED. ALSO EXPRESSLY EXCLUDED UNDER THIS WARRANTY IS VINYL AND FABRIC UPHOLSTERY MATERIAL AND NORMAL WEARING PARTS.

INFORMATION

NORMAL USE IS DEFINED AS USE THAT OCCURS DURING A NORMAL 40-HOUR WORKWEEK BY PERSONS WEIGHING 250 POUNDS OR LESS.

THIS WARRANTY IS NONTRANSFERABLE AND IS INTENDED FOR THE ORIGINAL PURCHASER ONLY.

USACAPITOL RESERVES THE RIGHT TO MAKE CHANGES IN PRODUCT DESIGN, CONSTRUCTION METHODS, MATERIALS, AND COLORS.

WE RESERVE THE RIGHT TO DISCONTINUE ANY PRODUCT WITHOUT NOTICE.

NO OTHER WARRANTIES EXPRESSED OR IMPLIED ARE GIVEN ON PRODUCTS MANUFACTURED BY USACAPITOL.

COLOR VARIATIONS / FINISHES:

SOME NATURAL COLOR VARIATION OCCURS IN THERMOSET HARD PLASTIC AND IS INHERENT TO ITS CHARACTER. SOME COLOR VARIATION OCCURS IN POLYPROPYLENE INJECTED MOLDED COMPONENTS. THESE VARIATIONS CANNOT BE AVOIDED AND ARE THEREFORE NOT CONSIDERED DEFECTS. CHROME PLATING IS A CHEMICAL PROCESS BY WHICH NICKEL PHYSICALLY BONDS TO A METAL SURFACE, THEN CHROME BONDS TO THE NICKEL. DUE TO THE LENGTH OF OUR WELDS, SOME MAY APPEAR BLACKISH GREY IN AREAS UNDER THE SEAT OR DESKTOPS. SOME SURFACE RUST MAY OCCUR ON NICKEL/CHROME IN INDOOR AREAS WITH POOR ENVIRONMENTAL CONTROLS. THESE CANNOT BE AVOIDED AND THEREFORE ARE NOT CONSIDERED DEFECTS. POWDER COATING IS APPLIED ELECTROSTATICALLY AND IS THEN CURED UNDER HEAT TO ALLOW IT TO FLOW AND FORM A "SKIN." THIS SURFACE WILL WEAR OVER TIME.

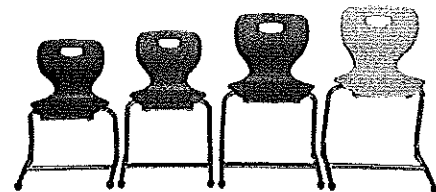
OBTAINING WARRANTY SERVICE:

YOUR USACAPITOL DEALER IS OUR MUTUAL PARTNER IN SUPPORTING YOUR WARRANTY REQUESTS.

BY FOLLOWING THE PROCEDURES OUTLINED BELOW, YOU CAN BE ASSURED OF THE BEST LEVEL OF SERVICE.

CONTACT THE DEALER FROM WHOM THE PRODUCT WAS PURCHASED WITHIN 30 DAYS OF DISCOVERY OF THE DEFECT.

YOUR DEALER WILL GATHER ALL PERTINENT INFORMATION REGARDING THE CLAIM, INSPECT THE PRODUCT AND CONTACT A USACAPITOL CUSTOMER SERVICE REPRESENTATIVE. (PLEASE ALLOW A REASONABLE AMOUNT OF TIME FOR INSPECTION AND REVIEW.) UPON EVALUATION OF CLAIM REQUEST, THE CUSTOMER SERVICE REPRESENTATIVE OR ANOTHER REPRESENTATIVE OF THE COMPANY WILL DETERMINE WHETHER TO PROVIDE REPLACEMENT PARTS, AUTHORIZE REPAIRS OR REPLACE THE PRODUCT.





P O Box 1308 - Monroe, NC 28111-1308
(P) 800-247-8465 / 704-283-7508 (F) 704-289-1899 (E) sales@wooddesigns.com

WOOD DESIGNS LIFETIME WARRANTY

All Wood Designs products are built using the highest quality materials available. Experienced North Carolina furniture craftsmen build every product to exacting standards of detail and workmanship. Wood Designs products can be purchased with confidence, we guarantee it!

All Wood Designs wood products carry a lifetime warranty to the original purchaser against defects in materials and workmanship. If one of our products ever fails to perform, simply call, fax or write for cheerful correction by one of our friendly customer service representatives. The maximum warranty is limited to the actual cost of the product only. The warranty does not cover damages or defects caused by misuse, abuse, or mistreatment.

All Wood Designs chairs, tables, cots and block sets carry a 10-year warranty to the original purchaser against defects in materials and workmanship. If one of our products ever fails to perform, simply call, fax, or email us for a cheerful correction by one of our friendly customer service representatives. The maximum warranty is limited to the actual cost of the product. The warranty does not cover damage or defects caused by misuse, abuse, or mistreatment.