

TIPS VENDOR AGREEMENT

Between Commercial Furniture Group Inc and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200301 Furniture, Furnishings and Services

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), Agreement or Contract 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 between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

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”, “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent

governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor

prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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 to investigate any possible non- compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this

condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX,75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility

to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.

- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200301 Furniture, Furnishings and Services

Company Name Commercial Furniture Group Inc

Address 810 West Highway 25/70

City Newport State TN Zip 37821

Phone 800-756-0031 Fax 423-613-6089

Email of Authorized Representative mmilliken@mycgroup.com

Name of Authorized Representative Mark Milliken

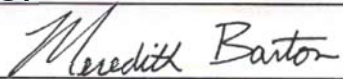
Title VP Sales National

Signature of Authorized Representative 

Date 4/16/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/21/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200301

**Falcon, Thonet & Shelby Williams
Supplier Response**

Event Information

Number: 200301
Title: Furniture, Furnishings and Services
Type: Request for Proposal
Issue Date: 3/5/2020
Deadline: 4/24/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Falcon, Thonet & Shelby Williams Information

Address: 810 West Highway 25/70
Newport, TN 37821
Phone: (423) 623-0031
Fax: (423) 613-6089
Toll Free: (800) 756-0031

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

Mark Milliken

Signature

Submitted at 4/17/2020 10:54:18 AM

mmilliken@mycfgroup.com

Email

Requested Attachments

Vendor Agreement

200301_Vendor_Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

Vendor Agreement.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200301_Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200301_Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

Copy of Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Price links.docx

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

**Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE
RESELLER OF YOUR GOODS OR SERVICES PROPOSED**

Reseller_Dealers_Sheet.xlsx

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty Information.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

Brochures.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

No response

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

**Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE
INSTRUCTIONS**

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

**Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A
CORPORATION**

Certification of Corporate Offerer.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

Confidentiality Form.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Bid Attributes

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. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
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.) <input type="text" value="Commercial Furniture Group has a portfolio of brands, which have a unique heritage spanning hundreds of years. These brands have built an outstanding reputation for satisfying the needs and expectations of designers, end users, and dealers in their respective markets. We offer Contract, Hospitality and Educational furniture. We have a wide variety of products ranging from Tables to Acoustics as well as some lighting options. We can provide custom furniture options to meet our customers needs. We strive to meet your expectations in every way possible."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Mark Milliken"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="VP Sales National"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="mmilliken@mycgroup.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5088539854"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="4236136089"/>	

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="5087357717"/>	

12	Secondary Contact Name Secondary Contact Name
<input type="text" value="Melissa Naillon"/>	

13	Secondary Contact Title Secondary Contact Title
<input type="text" value="Contract Administrator"/>	

14	Secondary Contact Email Secondary Contact Email
<input type="text" value="mnaillon@mycgroup.com"/>	

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8007560031"/>	

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="4236136089"/>	

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="No response"/>	

18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.
<input type="text" value="Sheree Conway"/>	

19	Admin Fee Contact Email Admin Fee Contact Email
<input type="text" value="apayables@mycgroup.com"/>	

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8007560031"/>	

21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.
<input type="text" value="Audrey Hickey"/>	

22	Purchase Order Contact Email Purchase Order Contact Email
<input type="text" value="orderentry@mycfgroup.com"/>	

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8007560031"/>	

24	Company Website Company Website (Format - www.company.com)
<input type="text" value="https://www.commercialfurnituregroup.com/"/>	

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="43-0730877"/>	

26	Primary Address Primary Address
<input type="text" value="810 West Highway 25/70"/>	

27	Primary Address City Primary Address City
<input type="text" value="Newport"/>	

28	Primary Address State Primary Address State (2 Digit Abbreviation)
<input type="text" value="TN"/>	

29	Primary Address Zip Primary Address Zip
<input type="text" value="37821"/>	

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.)

Falcon,Thonet,furniture,Modern Heritage, metal seating, wood seating, Fifth Avenue, Haverford, Dunhill, Ditto, Tier,pvc tops, woodedge tables, selfedge tables, bases, Acoustics panels. Low voltage lighting.

31 Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32 Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33 Company Residence (City)

Vendor's principal place of business is in the city of?

Newport

34 Company Residence (State)

Vendor's principal place of business is in the state of?

Tennessee

35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.

Must answer with a number between 0% and 100%.

36 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

37 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

38 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

39 Years experience in category of goods or services

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4

0

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(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.

4

1

Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

4

2

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?

4

3

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.

4 4 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4 5 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4 6 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.

4 7 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

4 8 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that:

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.

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein 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.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the 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.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES 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 and all other applicable laws and regulations.

5 **2 CFR PART 200 Contract Provisions Explanation**

2 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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

5 **2 CFR PART 200 Contracts**

3 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 the 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?

5 **2 CFR PART 200 Termination**

4 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 the 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?

5
5

2 CFR PART 200 Clean Air Act

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

Pursuant to the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
6

2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

Pursuant to the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
7

2 CFR PART 200 Federal Rule

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)

Pursuant to the 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).

Does vendor certify that it is in compliance with the Clean Air Act?

5 8 2 CFR PART 200 Procurement of Recovered Materials

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 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

5 9 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.

6 0 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
1 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

**6
2 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 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.

No response

6 **Indemnification**

3

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?

6 **Remedies**

4

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 MAY 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?

6 **Remedies Explanation of No Answer**

5

6
6 **Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

6
7 **Venue, Jurisdiction and Service of Process**

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
8 **Infringement(s)**

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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

6
9 **Infringement(s) Explanation of No Answer**

7
0 **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.

7
1

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) 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?

7
2

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

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.

None

7 **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

4 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a “construction contract” includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. “Construction contracts” are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

7 **Texas Government Code 2270 Verification Form**

5 Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company’s position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company’s failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**7
6** Logos and other company marks

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- * Your Vendor Profile Page of TIPS website
- * Potentially on TIPS website scroll bar for Top Performing Vendors
- * TIPS Quarterly eNewsletter sent to TIPS Members
- * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

**7
7** Solicitation Deviation/Compliance

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

**7
8** 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.

**7
9** Agreement Deviation/Compliance

Does the vendor agree with the language in the Vendor Agreement?

**8
0** 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.

**8
1** **Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district 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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

A. Firm is a publicly held corporation.

**8
2** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**8
3** **Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

**8
4** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Commercial Furniture Group Inc.
(Name of Corporation)

Gary Cox
I, (Name of Corporate Secretary) _____ certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

Mark Milliken
(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 of Sales National
(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 if available

Gary R. Cox
SIGNATURE

4/16/2020
DATE

TIPS RFP # 200301 Furniture, Furnishings & Services.

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), **you must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Commercial Furniture Group Inc

Name of company _____

Mark Milliken

Printed Name and Title of authorized company officer declaring below the confidential status of material

810 West Highway 25/70 Newport TN 37722 800-756-0031

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 4/16/2020

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature  Date 4/16/2020

FALCON LIMITED LIFETIME WARRANTY

Warranty Overview

For more than 50 years Falcon has designed and manufactured products to meet the unique needs of the commercial furniture market. Falcon has received countless testimonials, from customers around the world, who appreciate superior quality, comfort and performance.

Falcon's customers should enjoy many years of beneficial use if they follow the guidelines in our Care and Maintenance Manual, which can be viewed on our website at www.falconproducts.com and downloaded in a printable PDF format. It is very important to note that all commercial furniture products, including Falcon's, are subject to normal wear and tear and as a result, require regular care and maintenance, as well as professional cleaning. All products will eventually need to be replaced.

Falcon provides an industry leading limited lifetime warranty which guarantees product quality and performance under normal use conditions in the market segments and applications for which the products were designed. If products are not properly maintained or if they are abused in any way, the useful life of the products will be significantly impaired and the warranty will be void.

If you are a current customer in good standing or a prospective client, and wish to review Falcon's comprehensive warranty document, which includes all current policies, limitations and exclusions, please email your request or any warranty related questions to warranty@mycgroup.com. If you have purchased, or plan to purchase, Falcon products through a dealer or agent, please request a copy of your dealer's warranty directly from the dealership which has the responsibility to fulfil your warranty claims.

FALCON CARE AND MAINTENANCE GUIDE

Introduction

Falcon takes great care to deliver high performance products that will provide many years of beneficial use. All furniture is subject to normal wear and tear and may even be subject to intentional or unintentional abuse, all of which could cause a product to fail and result in property damage or personal injury. Therefore, it is very important to conduct regular care and maintenance checks at the point of use to minimize risk and ensure a safe operating environment for the general public.

Our products are intended for use in commercial applications where it is good business practice, and usually a legal obligation, for an owner, a manager, or members of staff to maintain a safe and clean public space. This obligation includes the care and maintenance of the building, equipment, and furniture, which may be used by employees, and members of the public. Failure to perform regular care and maintenance will void the Company's warranty.

If you notice anything wrong with the furniture you are using, or furniture available for use by the public or employees, you should immediately bring this to the attention of appropriate management, preferably in writing. The failure of any wear and tear item could result in product failure and damage to property, or injury to an employee or member of the public.

This guide is not intended to be a comprehensive maintenance or repair manual, nor is it intended to replace any organization's specific checklist, code of practice, or any building code or legal obligation. This guide has been developed to provide some basic principles and advice that will be useful for anyone who is responsible in any way for the care, maintenance, and use of furniture in a public place.

This guide is not intended to replace professional care and maintenance procedures, or regular after sales maintenance and cleaning services provided by experienced professionals, which are all considered to be essential in maintaining high performance furniture in a public place.

Products which use an electrical power source should be installed and regularly checked for safe use by a qualified electrician. Most jurisdictions have codes for the specification, installation, and use of these products in a public space and the reader should seek professional advice in these matters.

FALCON CARE AND MAINTENANCE GUIDE

Who needs to read this guide?

Facilities management personnel, anyone who specifies furniture (such as an interior designer or architect), anyone who buys or sells furniture (such as an independent sales representative or professional furniture buyer or dealer), anyone who provides furniture for use by members of the public or employees, and anyone responsible for the care, cleaning and maintenance of furniture in a public place should read this guide

Why should I read this guide?

This guide will help you prolong the useful life of furniture, prevent damage to the product during normal use, identify damage caused by wear and tear or abuse, and significantly reduce the risk of product failure, and possible injury, to yourself and others.

How do I ensure good furniture care & maintenance?

There are a few basic principles, which will help ensure excellent service from furniture designed for use in a commercial application:

- Check the furniture upon delivery at the point of use. Make sure that all of the parts have arrived in good condition and the product is assembled correctly. It is wise to obtain the assistance of a professional installation crew to help with this task and to conduct a post delivery check shortly after the furniture has been installed and placed in use. Immediately report any issues that are observed from these checks and remove from use any product that does not seem to work properly or meet the specification for that product.
- Establish a care and maintenance procedure, which has daily, weekly, monthly, quarterly, and annual check steps clearly documented for all members of staff who are responsible for regular cleaning and maintenance. The daily steps can be as simple as a visual check during daily cleaning. A small maintenance item that is attended to in a timely manner will prevent more significant damage or personal injury, which may result if the issue is ignored.

- Establish clear accountability and a sign off process, which documents the successful completion of the tasks assigned to management and staff, and records the activity, the date, and location where these tasks were completed.
- Maintain good quality, date stamped records, and checklists of all care, cleaning, and maintenance activity, as this helps to avoid missing an important step and may be vital in the event of a warranty claim or a product liability claim.
- Immediately remove from service any item which appears unserviceable or which may result in further damage to the item itself or other property.
- Use only the manufacturer's recommended parts and equipment for repairs or maintenance, use only the manufacturer's recommended equipment to move furniture.
- Ensure that the product is only used for the purpose intended and is not subject to abuse.
- Check that the furniture has been placed on a level, stable, and smooth floor surface. On many occasions, what appears to be a defect with the furniture is actually the result of good quality furniture being placed on a poor quality, uneven, or unstable floor surface. Adjustable glides may help level the furniture in certain situations but can never compensate for a floor, which is in bad condition.
- Many furniture surface materials such as wood and metal finishes, veneers, laminates, wood edges, plastics, etc will be subject to color fading and physical deterioration when exposed to sunlight or artificial UV sources. You should not use or store furniture in these conditions unless it has been specified for such use.

FALCON CARE AND MAINTENANCE GUIDE

General cleaning tips.

There are many excellent cleaning products, including some very effective natural and environmentally friendly products, available today, but due to the multiplicity of materials used in furniture manufacturing it is wise to seek the manufacturer's advice for the specific products and materials used on your products. If you are unsure, seek the advice of an experienced and recommended commercial cleaning professional. You should never allow anyone to use harsh detergents or abrasive cleaners, or soak materials in water, this will almost always result in product damage and may even void your warranty. Here are some tips for specific materials commonly used in furniture manufacturing, but you should always seek professional advice from qualified professionals;

- Wood: use a liquid cleaner such as a wax polish combination to clean wood finishes. Use a wax repair stick to remove minor scratches. Wipe off any water spills immediately. Never expose to extreme temperatures or moisture, avoid exposing wood surfaces to bright sunlight. Coat wood with a hard wax paste every three to four months during the first year of use and apply less frequently after that.
- Metal: remove dirt and fingerprints from plated finishes with a non-abrasive glass cleaner or damp cloth. Apply furniture polish once every six months to maintain the surface. Wipe down powder coat finishes with a damp cloth and use a light soap and water mixture for stubborn stains and grease marks. If the finish is chipped, a touch up paint should be used to prevent further chipping and corrosion. Remove dirt from textured powder coat or hammer tone finishes by brushing with a soft bristle dry brush.
- Fabrics: a professional service is highly recommended for all fabrics since cleaning methods vary greatly depending on the type of fabric and the surface treatment which may have been applied to deliver performance features. Protective coatings such as Scotchgard, Zepel, etc must be reapplied every year to maintain protection. It is important to note that most flame retardant treatments are salt solutions and cleaning these treated fabrics with water or water based foams will result in salt ringing. You should test any proposed cleaning method on a small portion of the fabric before proceeding with the entire installation. Dirt and crumbs can be gently brushed or vacuumed off the surface of the fabric. Spills should be soaked up with an absorbent paper towel and wiped off immediately with a cloth before the spill dries in.
- Vinyl and fused edges: wipe off all spills to prevent stains. Use a light liquid detergent, suitable for cleaning vinyl, and wipe the surface with a damp cloth after cleaning.
- Laminates: apply self-cleaning wax every three months. Remove stains by wiping the surface with a damp cloth and soap, or liquid detergent. Remove stubborn stains with a damp paste of baking soda, which you should leave on the stain for a few minutes and then blot away. Always refer to the manufacturer's guidelines for cleaning their products.
- Plastic shells: clean with warm water and a light household detergent, use a soft brush for stubborn stains.

FALCON CARE AND MAINTENANCE GUIDE

What types of maintenance issues should I look for?

All products in a commercial application should be visually inspected daily and examined more closely every 30 days. Remember, the longer the product has been in service, the more likely it is to have some maintenance issue and there will be a need for more frequent checks. Here are some typical wear and tear items, although this is not meant to be an exhaustive list:

- Loose screws and component parts
- Missing hardware
- Damaged, missing, or worn glides or casters
- Torn, frayed, or excessively worn fabric
- Splintered wood
- Cracked / fatigued welds or joints
- Loose or wobbly joints, legs, or columns
- Cracked or chipped laminate and edges
- Instability or structural failure of parts or the whole product
- Unable to use for normal purposes
- Failure of mechanisms and build up of waste around the mechanism

Any product showing signs of structural failure or abuse should be taken out of service immediately to prevent complete failure or personal injury. Most early stage deterioration of parts or products is apparent to users and staff, who should be encouraged to report any item which they feel is unserviceable or which shows signs of wear and tear or abuse, as this can be a precursor to failure.

What are the issues which require immediate repair?

We highly recommend professional service for all structural repairs or repairs which may require specialized tools, materials, and equipment. If you have any concerns about a product, please immediately remove it from service. Some facilities have maintenance crews who can tackle tasks of varying degrees of difficulty and here are some examples;

- Protruding nails, screws, and fasteners should be removed or replaced and wood splinters should be cut off, sanded smooth, and refinished to avoid tears and lacerations
- Locking pins, screws, bolts, and fasteners should be periodically tightened, taking care not to over tighten or strip out the threads.
- Lubricate all swivels and mechanisms; avoid putting grease or oil on materials other than the relevant parts. Take special care to prevent oil or grease spreading onto plastic components, fabric, laminates, and wood materials.
- Replace missing screws, bolts, fasteners, nails, glides, and casters to prevent instability or damage to floors.
- Repair cracked or broken welds, loose rails, stretchers, joints, seat pads, cracked or chipped laminates, edges, feet, etc.
- Columns must be seated properly on the hub of the base.

FALCON CARE AND MAINTENANCE GUIDE

Storage & moving tips

Most furniture is designed to be static and should not be moved without proper handling equipment and adequate numbers of experienced movers. Even furniture which is designed to be regularly moved requires careful handling to avoid damage. All furniture must be stored in temperature and humidity controlled environment or there is a serious risk of damage, which might range from wood products splintering in very dry, low humidity climates, fabric becoming moldy, and metal oxidizing in salty or high humidity climates. Some other important points worth noting are;

- Never slam the top and base together on flip top tables and do not drop, rack, or bounce on the top surfaces or edges of tables.
- Do not stand on furniture or rock backward on chairs.
- Stacking chairs should not be dropped, slammed, or dragged when being stacked, stored, or placed in use, this will damage glides, backs, seats and frames, and tear fabric.
- Freestanding booths must not be dragged across the floor; this will loosen the joints and cause instability.
- Do not drag tables across uneven or carpeted floors and do not move or reposition by pulling or lifting on the modesty panel.
- Tables over 30"x 60" long, or with wood edges, should be set up and stored by two (2) or more people.

Where can I obtain additional help and advice?

There are many excellent web sites, bookstores, college courses, and professional service providers where you can find additional advice and information. It is very important to note that in situations where you are providing a service to the public which includes the provision of furniture, there is no substitute for seeking professional advice with regard to the purchase, maintenance, and general procedures associated with furnishing a safe and comfortable experience for all.

FALCON WARRANTY

Introduction to the Warranty

For more than 50 years, Falcon, hereinafter the Company, has designed and manufactured products to meet the unique needs of the commercial furniture market. The Company has received countless testimonials from customers around the world who appreciate our superior quality, comfort, and performance.

Customers should enjoy many years of beneficial use if they follow the guidelines in the Company's Care and Maintenance Manual available on our website at www.falconproducts.com. It is very important to note that all commercial furniture, including the Company's products, are subject to wear and tear and will require regular care and professional cleaning and maintenance. All products will eventually need to be replaced.

The Company provides an industry leading warranty, which guarantees product quality and performance, under normal use conditions, in the market segments and applications for which the products were designed. If the Company's products are not properly maintained, or if they are abused or neglected in any way, the useful life of these products will be significantly impaired and the warranty will be void.

If you purchased, or plan to purchase, the Company's products through a dealer or agent, please request a copy of the dealer's warranty directly from the dealership which has the responsibility to fulfill your warranty claims.

The Company's comprehensive warranty document is organized below in a Q & A format to help you quickly locate relevant information, but we recommend that all buyers should read the complete document. This warranty is the only one available from the Company and is part of the terms and conditions that apply to any purchase from the Company. No one is authorized to modify any part of this warranty except for an officer of the Company; any such authorization must be in writing and signed by the CEO or CFO. Please direct any questions regarding this warranty to warranty@mycgroup.com.

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FALCON WARRANTY

Who benefits from the warranty?

- I. If you purchase products directly from the Company (i.e. submit a purchase order, receive an acknowledgement for that order and pay the Company for the goods received according to the terms of the invoice) then you are the Buyer, and you will receive the benefits of the warranty described in this document.
- II. The Company's Standard Terms and Conditions of Sale will apply to all purchase orders and will supercede any other terms and conditions whether implied or written in the Buyer's purchase order or order confirmation documentation, contract or any other communications; whether these communications occur before or after the date of the order or the shipment of the goods. Any change to these Standard Terms and Conditions must be approved in writing by an officer of the Company. You may review the Standard Terms and Conditions of Sale on the Company's website at www.falconproducts.com under the Literature/Pricing tab in the General Information section.
- III. It is important to note that any and all of the Company's warranties may be void if the Buyer fails to fulfill their responsibilities under the terms and conditions of sale, or if the Buyer fails to provide written notification of the product care and maintenance requirements to the end use clients and staff. The term 'End Users' is used in this document to describe an organization's management, employees, and sub contractors who are responsible for the day-to-day operation of the location where the furniture is used by the general public. This includes, but is not limited to, providers of janitorial services and providers of installation, maintenance or repair services for furniture and equipment. This term may also apply to corporate facilities personnel, risk, compliance and safety personnel, operations staff and sub contractors who may be employed by the End User to provide these same services.
- IV. Note to End User: If you purchase the Company's products from a purchasing agent, dealer, designer, sales agent, distributor or wholesaler, whom you engage to manage this purchase on your behalf, then your warranty terms must be confirmed by that dealer and your contract of sale is with the dealer, not with the Company. As part of the Company's terms and conditions of sale with the Buyer, the warranty as described in this document may benefit the End User but any warranty is entirely a matter between the End User and their dealer. The Company makes no recommendations whatsoever, whether implied, spoken or written by any employee or sales person of the Company, with regard to the warranty offered by the dealer and the capabilities or competency claimed by any dealer, their employees or sub agents.
- V. The Company will only discuss warranty issues with the Buyer of record and can only negotiate the resolution of any disputes arising from a purchase with the Buyer of record. It is important that the Buyer clarify the terms of the warranty with the End User. The End User should perform appropriate due diligence regarding the competency of the dealer to insure that all purchases are managed properly, that there is a written warranty and that after sales service can be adequately provided.

FALCON WARRANTY

What is the Buyer's Responsibility?

- I. If you are the Buyer it is your responsibility to determine the warranty terms applicable to the product you purchase on behalf of your client. It is the Buyer's responsibility, in collaboration with the End User, to ensure that the End User's planned use of the product is appropriate for the specified product.
- II. It is the Buyer's responsibility to follow all care and maintenance, shipping and installation guidelines and to ensure that all care and maintenance information is delivered in writing to the relevant management and staff of the End User by email or other means suitable for dissemination within the End User's organization. Care and maintenance information is available in a printable PDF format on the Company's website under the Literature/Pricing tab in the General Information section at www.falconproducts.com.
- III. It is very important that the Buyer advises the End User of the need for regular and appropriate care and maintenance procedures and that the Buyer communicates to the End User's management how to access this information. These care and maintenance procedures are essential to maintain the maximum warranty protection, prolong the life of the product, and avoid any product failure or product liability risks which may arise from any failure. Since care and maintenance information may be updated at anytime, it is important for both the Buyer and End User and any other relevant parties to review the information on a regular basis via the Company's website.

Which products are covered by the warranty?

- Booths & Modular Seating
- Table Bases (aluminum, cast iron, J series steel, and wood)
- Table Tops
- Tables
- Table Dolly/Carts
- Chairs
- Lounge Chairs
- Task Chairs
- Chair Dolly/Carts
- Sofas & Sofa beds
- Ottomans
- Benches

FALCON WARRANTY

What is not covered by the warranty?

- I. There is no warranty available, unless expressly approved in writing by an Officer of the Company, for any product, which is purchased for use in the furniture rental market, the residential market or for any product, which has been repaired, repurposed, reupholstered or altered in any way from the original specification supplied by the Company.
- II. Rusting of cast iron is not covered by the warranty. Cast Iron table bases are not recommended for outdoor use and such use, even if temporary or seasonal, will void applicable warranties.
- III. Customer's Own Material & Leather (COM & COL) is excluded from this warranty.
- IV. Materials and components not manufactured by CF Group, for use on the Company's furniture, are warranted for one year, or to the extent expressed by their manufacturer. These materials include, but are not limited to, all fabrics, filling materials, seat boards, laminates, veneer, edges, glides, casters, caster sockets, cylinders, wheels/tires, all hardware such as screws, bolts, staples, fastening tabs and fasteners whether metal, plastic, or wood, all ganging devices, cup-holders, removable metal legs, tablets, wood and plastic seat and back shells, foot rests, electrical parts, leg clips whether metal or plastic, plastic leg brackets, locking pins, hooks, springs, buttons, Velcro, nail head trim, hydraulic lifts, flip top mechanism, mesh gallery bags, ferrules, accent collars, grommets, wire managers, washers, threaded rods, all moving and mechanical parts and any other attachment hardware including seat and back tabs.
- V. No warranty is made as to the selection, aesthetics, colorfastness, wear or aging capability of fabrics, fabric treatments, finishes, or filling materials, including, but not limited to fillers such as foam/poly, cotton and cardboard.
- VI. The Company does not warrant that any of the above mentioned materials will conform to their manufacturer's representations or warranties and makes no warranty regarding availability of these parts. The Company does not offer any credit for these parts in the event of bankruptcy or any other disruption of any nature whatsoever to that manufacturer's business which may result in a lack of availability of those parts. The Company does not offer any compensation for any consequential loss or delay arising from unavailability of parts whether this delay occurs before, during or after delivery of products.
- VII. Damage caused by abuse, misuse, negligence, transit damage, improper storage, accidental damage, wear and tear or improper care and cleaning or lack of maintenance is not covered by the warranty.
- VIII. It is very important that chairs and tables should be transported using the appropriate chair carrier/table trucks/carts according to the instructions for use. Any failure to do so voids this warranty.
- IX. The warranty does not cover any cost associated with shipping, handling, temporary rental of furniture, and the installation of repaired or replaced products, unless approved in writing by a Company Officer.
- X. Failure to comply with the terms, conditions and limitations described in this warranty document will void the warranty and result in denial of a warranty claim.

FALCON WARRANTY

How long does the warranty last?

- I. The Standard Warranty for all of the Company's products is one (1) year from the date of invoice. There are some exceptions to the duration of the warranty with regard to the products and circumstances mentioned below.
- II. All warranties have certain limitations and do not cover wear and tear items nor do they apply to products, which have been abused or neglected or modified in any way from the original delivered product.
- III. Repairs and replacements do not extend any product warranty. In the event of any authorized repairs, the warranty term remains the order's original and earliest date of invoice.
- IV. All warranties will default to a minimum warranty of 30 days from the date of invoice if the Buyer does not pay the invoice in full within the contractual terms and conditions.
- V. All warranties will default to a minimum warranty of 30 days from the date of invoice if the Buyer makes unauthorized deductions or refuses to accept goods on the agreed delivery date or fails to pay any required additional charges, including storage charges within the payment terms requested by the Company.
- VI. All warranties will default to a minimum warranty of 30 days from the date of invoice in the event that the product is relocated for use to a location other than the original 'ship to' location of record for that order.
- VII. All warranties are null and void if the Buyer or the End User subjects the product to incorrect use, storage and transportation, abuse, excessive wear and tear, or inappropriate cleaning, installation or

maintenance and repair procedures.

Does the Company offer any Extended Warranties?

- I. The Standard Warranty for all of the Company's products is one (1) year from the date of invoice. However some of the Company's products have the benefit of a Limited Lifetime Warranty.
- II. The Limited Lifetime Warranty is subject to all of the exclusions and conditions specified in the preceding sections, "How long does the warranty last?" and "What is not covered in the warranty?"
- III. The following Falcon products are offered with a Limited Lifetime Warranty:
 - Cast iron base plates
 - Cast iron columns and spiders
 - J series steel bases
 - 65 Series Tables
 - 79ST Tables
 - Cyber Tables
 - M.A.T.S (I, II, & III)
 - Mios
 - Folio
 - Fixed Base Training Tables (24TM/TT/TS & 71TT/Series)
 - Conference Tables (24CT/VT, 31CT/VT & 51CT/VT Series)
 - Quick & Easy Tables (200QT, 600QT, 1900QT, 2400QT, & 33QT Series)
 - Storm
 - Spectra
 - Syntech
 - Symetris
 - The F Series chairs
 - The GT Series/Verona/Lamm/Roma chairs
 - The H Series chairs (the H series tablet are carries the standard (1) year warranty)
 - The Lucky Series chairs
 - The R Series chairs
 - Selected Reva chairs: 1700, 1700US, 1705, 1705US, 1709, 1709US, 1710, 1710US

FALCON WARRANTY

How do I submit a Warranty Claim?

- I. All claims must be submitted in writing within thirty days of the first notice of product failure. The Buyer of record must submit the claim to: warranty@mycgroup.com and include a valid copy of the paid in full invoice. Claims will be processed more efficiently if the Buyer provides important, factual information relative to the claim. The Company will not be responsible for any consequences of the Buyer's delay in providing this information and the Company is not responsible in any way for gathering such information.
- II. To file and submit a claim, the following is required.
 - Contact your local sales representative or our warranty department (423-613- 6098) to obtain a claim report.
 - Pictures showing the part or the entire product relevant to the claim.
 - Total quantity delivered.
 - The quantity that is subject to a claim.
 - Product/model number
 - Order number, Purchase Order number, or Invoice number relevant to the claimed product.
 - Relevant details pertaining to the claim.
 - Proof of care and maintenance communications and programs at the location of the claim.
 - Upon request, return of the claimed product for review at the Company's location of choice within the continental USA, at the Buyer's expense.
- III. Defective product may not be returned to the Company without an official return authorization (RA#) from the Company and any attempt to do so will void the warranty.
- IV. It is the sole responsibility of the Buyer to provide all relevant proof of care and maintenance, photographs and other evidence, which may support the claim. This may include, but is not limited to, samples of the product or parts and its environment, and the secure delivery of these materials, at the Buyer's expense, to the Company's office at 810 W. Hwy 25/70, Newport, TN 37821.
- V. The Company may deny any claim where the Buyer does not provide relevant and complete information in a timely manner upon request by the Company.

FALCON WARRANTY

What if the Company cannot repair or replace a product?

If a product has been discontinued but is still covered under warranty, the Company will repair or replace the relevant parts if materials are still available. If materials are no longer available or if for any reason, in the Company's sole discretion, it is unreasonable or unsafe to repair or replace the product, the Company may choose to issue a credit note in lieu of repair or replacement. The value of this note will be calculated pro rata according to the amortization schedule in this document and credited towards the purchase of an alternative replacement product from the Company within one year from the issue date of the credit note. The valuation percent indicated here takes into account factors such as the market value of used commercial furniture, wear and tear and the beneficial use already enjoyed by the end user. This valuation percent may be modified at the sole discretion of the Company in the event that the products' life has been shortened by any lack of care and maintenance. The percentages in the amortization schedule refer to the percentage of the original invoice value estimated to remain in the product for credit purposes in the event that the warranty claim is found to be valid. The percent applies to the invoice price of the product only and does not include the cost of freight and any materials purchased by the customer (e.g. COM/COL). The Company reserves the right to deduct these latter costs from any claim at their current market valuation, which will be assessed at the time of the claim, for broadly equivalent goods and services.

Limited Lifetime Warranty Amortization Schedule

YEARS	PERCENTAGE
0 to <1 years	100%
>1 to <2 years	80%
>2 to <3 years	60%
>3 to <4 years	50%
>4 to <5 years	40%
>5 to <6 years	30%
>6 to <7 years	20%
>7 to <8 years	10%
>8 to <10 years	5%
>10 years	2%

FALCON WARRANTY

Additional Information

- I. The Company warrants that its products will be free from defects in materials and workmanship when using the product for two-eight hour shifts per day.
- II. Warranty will begin on the date of the invoice to the Buyer, subject to the conditions and limitations noted in this document.
- III. The warranty described in this document is expressly limited to the repair or replacement of the claimed product at the sole discretion of the Company and repair or replacement is the Buyer's sole and exclusive remedy.
- IV. The Company reserves the right to pre-approve any contract, which is entered into by the Buyer with a third-party for the replacement or repair of any product, covered by the warranty period set forth in this document. The warranty set forth in this document shall be automatically void in the event that any work or modification is performed on the items or products covered without prior written approval from the Company.
- V. At the Buyer's request the Company will attempt to match color during any repair or replacement, as long as a sample 'product to match' has been shipped to the Company by the Buyer. For various technical reasons related to color degradation in UV light and the variations arising from the differences in lighting standards at different locations, the Company does not guarantee that finishes will match.
- VI. Notwithstanding anything to the contrary set forth in the document, the Company's maximum liability under any circumstance shall be limited to the original invoice price to the Buyer and shall not include any other charges, including, but not limited to, lost revenue or profit due to lack of beneficial use, rental of replacement products, freight, handling, packaging, demurrage or storage or any claim from any individual, including customers of any Agent or End User.
- VII. Warranty repair or replacement will be made at no charge to the Buyer when defective products are returned to the Company with freight and shipping prepaid and properly packaged to avoid damage in transit. Risk of loss of any items in transit from the Buyer to the Company shall pass when received by the Company. Risk of loss of any items in transit from the Company to the Buyer shall pass when shipped by the Company.
- VIII. The Company assumes no responsibility of liability for the transportation of products requiring service and/or repair to or from the job site.
- IX. The Company will make every reasonable effort to minimize the necessary inconvenience to the End User or Buyer in carrying out any repairs or replacements, however the Company reserves the right to levy a surcharge on any repair work if the repair must be completed outside of the normal work week, which is deemed Monday through Friday excluding holidays, between the hours of 8 am and 5 pm. The Company also reserves the right to levy a surcharge on any repair work outside the contiguous lower 48 States in the USA.
- X. Warranty claims must be filed in writing within 30 days of discovery of the claimed incidence of failure by the Buyer or Agent.
- XI. The Buyer (Dealer or Agent) of record shall be solely liable to the End User for any Buyer/Dealer installed products.
- XII. In the event that the dealer or agent is no longer in business for any reason, the Company will have no liability for any product failure whatsoever.
- XIII. In the event that a supplier to the Company is no longer in business for any reason or has discontinued a particular material, part or product then the Company will have no liability due to any inability to replace any unavailable part and the Company's sole responsibility will be to offer an alternative part of reasonably similar performance or at its sole discretion offer a credit note per the amortization schedule.
- XIV. Except to the extent specifically set forth in this document, the Company makes no warranties, either express or implied, including with limitation any implied warranty of merchantability or fitness for a particular purpose, with respect to the products

FALCON WARRANTY

Additional Information (cont.)

covered by this document. The express provisions set forth in this document are in lieu of any obligations or liabilities on the part of the Company for any or all direct, economic, indirect, incidental, special, punitive, consequential or other damages (including, without limitation, loss of profits, loss of value, costs of procurement of substitutes) arising out of or in connection with any products sold, manufactured or delivered by the Company and/or any breach of this document. No affirmation of a fact, including, without limitations, statements or images regarding suitability for use or performance of the products covered by this document or any document of digital media produced by the Company, shall be deemed to be a warranty of the Company.

XV. No representative of the Company has the authority to modify or waive this warranty either verbally or in writing and only the CEO or CFO can approve any such recommended modifications in writing.

XVI. The Company will occasionally be requested by the Buyer to develop a custom product where the image, engineering drawings and specifications related to that product have been supplied by the Buyer. The Company always assumes in good faith that the Buyer holds, or has secured, the appropriate intellectual property rights to conduct this activity and the Company will assume no responsibility to defend any breach of any IP rights which have not been assigned to the Buyer. If the Buyer breaches the rights of another party, the Company has no responsibility for any delays in the development of an alternate product and the Buyer assumes full responsibility and indemnifies the Company against any legal action arising from any such breach of another party's IP rights.

XVII. When the Company provides products for the contract furniture market, customized to the specification of the Buyer and End User, the Company relies upon the End User and the Agents they engage, such as the Buyer, dealer/installer or the Designer, to validate and test the suitability of any such specifications with regard to performance or aesthetics. In the event that the Company perceives a risk of product failure inherent in this custom design, the Company will present its concerns and request a liability and warranty waiver from the Buyer if the Buyer decides to proceed with the purchase. The Company is not responsible for any dispute over the aesthetics of the custom product arising from the specifications of the Buyer, the Buyer's Designer or Agent.

Arbitration & Dispute Resolution

The decision of the Company on all warranty claims of \$50,000 or less shall be final. All disputes for claims greater than \$50,000 which are unresolved after 90 days may be resolved through arbitration before the American Arbitration Association in accordance with the Company's Arbitration policy, which is available upon request from the Company at warranty@mycgroup.com. Each party may bear its own legal fees, costs, and expenses in connection with any arbitration or other legal action related to the Company, the transactions contemplated by the invoice to or from the Company to the customer and/or the terms and conditions set forth in this document. All arbitration decisions are final.

THONET WARRANTY

Introduction to the Warranty

For more than 40 years, Thonet, hereinafter the Company, has designed and manufactured products to meet the unique needs of the commercial furniture market. The Company has received countless testimonials from customers around the world who appreciate our superior quality, comfort, and performance.

Customers should enjoy many years of beneficial use if they follow the guidelines in the Company's Care and Maintenance Manual available on our website at www.thonet.com. It is very important to note that all commercial furniture, including the Company's products, are subject to wear and tear and will require regular care and professional cleaning and maintenance. All products will eventually need to be replaced.

The Company provides an industry leading warranty, which guarantees product quality and performance, under normal use conditions, in the market segments and applications for which the products were designed. If the Company's products are not properly maintained, or if they are abused or neglected in any way, the useful life of these products will be significantly impaired and the warranty will be void.

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THONET WARRANTY

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- II. The Company's Standard Terms and Conditions of Sale will apply to all purchase orders and will supercede any other terms and conditions whether implied or written in the Buyer's purchase order or order confirmation documentation, contract or any other communications; whether these communications occur before or after the date of the order or the shipment of the goods. Any change to these Standard Terms and Conditions must be approved in writing by an officer of the Company. You may review the Standard Terms and Conditions of Sale on the Company's website at www.thonet.com under the Literature/Pricing tab in the General Information section.
- III. It is important to note that any and all of the Company's warranties may be void if the Buyer fails to fulfill their responsibilities under the terms and conditions of sale, or if the Buyer fails to provide written notification of the product care and maintenance requirements to the end use clients and staff. The term 'End Users' is used in this document to describe an organization's management, employees, and sub contractors who are responsible for the day-to-day operation of the location where the furniture is used by the general public. This includes, but is not limited to, providers of janitorial services and providers of installation, maintenance or repair services for furniture and equipment. This term may also apply to corporate facilities personnel, risk, compliance and safety personnel, operations staff and sub contractors who may be employed by the End User to provide these same services.
- IV. **Note to End User:** If you purchase the Company's products from a purchasing agent, dealer, designer, sales agent, distributor or wholesaler, whom you engage to manage this purchase on your behalf, then your warranty terms must be confirmed by that dealer and your contract of sale is with the dealer, not with the Company. As part of the Company's terms and conditions of sale with the Buyer, the warranty as described in this document may benefit the End User but any warranty is

entirely a matter between the End User and their dealer. The Company makes no recommendations whatsoever, whether implied, spoken or written by any employee or sales person of the Company, with regard to the warranty offered by the dealer and the capabilities or competency claimed by any dealer, their employees or sub agents.

- V. The Company will only discuss warranty issues with the Buyer of record and can only negotiate the resolution of any disputes arising from a purchase with the Buyer of record. It is important that the Buyer clarify the terms of the warranty with the End User. The End User should perform appropriate due diligence regarding the competency of the dealer to insure that all purchases are managed properly, that there is a written warranty and that after sales service can be adequately provided.

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- III. Customer's Own Material & Leather (**COM & COL**) is excluded from this warranty.
- IV. Materials and components not manufactured by CF Group, for use on the Company's furniture, are warranted for one year, or to the extent expressed by their manufacturer. These materials include, but are not limited to, all fabrics, filling materials, seat boards, laminates, veneer, edges, glides, casters, caster sockets, cylinders, wheels/tires, all hardware such as screws, bolts, staples, fastening tabs and fasteners whether metal, plastic, or wood, all ganging devices, cup-holders, removable metal legs, tablets, wood and plastic seat and back shells, foot rests, electrical parts, leg clips whether metal or

plastic, plastic leg brackets, locking pins, hooks, springs, buttons, Velcro, nail head trim, hydraulic lifts, flip top mechanism, mesh gallery bags, ferrules, accent collars, grommets, wire managers, washers, threaded rods, all moving and mechanical parts and any other attachment hardware including seat and back tabs.

- V. No warranty is made as to the selection, aesthetics, colorfastness, wear or aging capability of fabrics, fabric treatments, finishes, or filling materials, including, but not limited to fillers such as foam/poly, cotton and cardboard.
- VI. The Company does not warrant that any of the above mentioned materials will conform to their manufacturer's representations or warranties and makes no warranty regarding availability of these parts. The Company does not offer any credit for these parts in the event of bankruptcy or any other disruption of any nature whatsoever to that manufacturer's business which may result in a lack of availability of those parts. The Company does not offer any compensation for any consequential loss or delay arising from unavailability of parts whether this delay occurs before, during or after delivery of products.
- VII. Damage caused by abuse, misuse, negligence, transit damage, improper storage, accidental damage, wear and tear or improper care and cleaning or lack of maintenance is not covered by the warranty.
- VIII. It is very important that chairs and tables should be transported using the appropriate chair carrier/table trucks/carts according to the instructions for use. Any failure to do so voids this warranty.
- IX. The warranty does not cover any cost associated with shipping, handling, temporary rental of furniture, and the installation of repaired or replaced products, unless approved in writing by a Company Officer.
- X. Failure to comply with the terms, conditions and limitations described in this warranty document will void the warranty and result in denial of a warranty claim.

THONET WARRANTY

How long does the warranty last?

- I. The Standard Warranty for all of the Company's products is one (1) year from the date of invoice. There are some exceptions to the duration of the warranty with regard to the products and circumstances mentioned below.
- II. All warranties have certain limitations and do not cover wear and tear items nor do they apply to products, which have been abused or neglected or modified in any way from the original delivered product.
- III. Repairs and replacements do not extend any product warranty. In the event of any authorized repairs, the warranty term remains the order's original and earliest date of invoice.
- IV. All warranties will default to a minimum warranty of 30 days from the date of invoice if the Buyer does not pay the invoice in full within the contractual terms and conditions.
- V. All warranties will default to a minimum warranty of 30 days from the date of invoice if the Buyer makes unauthorized deductions or refuses to accept goods on the agreed delivery date or fails to pay any required additional charges, including storage charges within the payment terms requested by the Company.
- VI. All warranties will default to a minimum warranty of 30 days from the date of invoice in the event that the product is relocated for use to a location other than the original 'ship to' location of record for that order.
- VII. All warranties are null and void if the Buyer or the End User subjects the product to incorrect use, storage and transportation, abuse, excessive wear and tear, or inappropriate cleaning, installation or maintenance and repair procedures.

Does the Company offer any Extended Warranties?

- I. The Standard Warranty for all of the Company's products is one (1) year from the date of invoice. However some of the Company's products have the benefit of a Limited Lifetime Warranty.
- II. The Limited Lifetime Warranty is subject to all of the exclusions and conditions specified in the preceding sections, "How long does the warranty last?" and "What is not covered in the warranty?"
- III. The following Thonet products are offered with a Limited Lifetime Warranty:
 - Cast iron base plates
 - Cast iron columns and spiders
 - CX
 - Escape
 - Espree
 - Easy Go
 - Facet
 - Media 2
 - Montana
 - Moss/Nook
 - Venture

THONET WARRANTY

How do I submit a Warranty Claim?

- I. All claims must be submitted in writing within thirty days of the first notice of product failure. The Buyer of record must submit the claim to: warranty@mycfgroup.com and include a valid copy of the paid in full invoice. Claims will be processed more efficiently if the Buyer provides important, factual information relative to the claim. The Company will not be responsible for any consequences of the Buyer's delay in providing this information and the Company is not responsible in any way for gathering such information.
- II. To file and submit a claim, the following is required.
 - Contact your local sales representative or our warranty department (423-613- 6098) to obtain a claim report.
 - Pictures showing the part or the entire product relevant to the claim.
 - Total quantity delivered.
 - The quantity that is subject to a claim.
 - Product/model number
 - Order number, Purchase Order number, or Invoice number relevant to the claimed product.
 - Relevant details pertaining to the claim.
 - Proof of care and maintenance communications and programs at the location of the claim.
 - Upon request, return of the claimed product for review at the Company's location of choice within the continental USA, at the Buyer's expense.
- III. Defective product may not be returned to the Company without an official return authorization (RA#) from the Company and any attempt to do so will void the warranty.
- IV. It is the sole responsibility of the Buyer to provide all relevant proof of care and maintenance, photographs and other evidence, which may support the claim. This may include, but is not limited to, samples of the product or parts and its environment, and the secure delivery of these materials, at the Buyer's expense, to the Company's office at 810 W. Hwy 25/70, Newport, TN 37821.

- V. The Company may deny any claim where the Buyer does not provide relevant and complete information in a timely manner upon request by the Company.

What if the Company cannot repair or replace a product?

If a product has been discontinued but is still covered under warranty, the Company will repair or replace the relevant parts if materials are still available. If materials are no longer available or if for any reason, in the Company's sole discretion, it is unreasonable or unsafe to repair or replace the product, the Company may choose to issue a credit note in lieu of repair or replacement. The value of this note will be calculated pro rata according to the amortization schedule in this document and credited towards the purchase of an alternative replacement product from the Company within one year from the issue date of the credit note. The valuation percent indicated here takes into account factors such as the market value of used commercial furniture, wear and tear and the beneficial use already enjoyed by the end user. This valuation percent may be modified at the sole discretion of the Company in the event that the products' life has been shortened by any lack of care and maintenance. The percentages in the amortization schedule refer to the percentage of the original invoice value estimated to remain in the product for credit purposes in the event that the warranty claim is found to be valid. The percent applies to the invoice price of the product only and does not include the cost of freight and any materials purchased by the customer (e.g. COM/COL). The Company reserves the right to deduct these latter costs from any claim at their current market valuation, which will be assessed at the time of the claim, for broadly equivalent goods and services.

Limited Lifetime Warranty Amortization Schedule

YEARS	PERCENTAGE
0 to <1 years	100%
>1 to <2 years	80%
>2 to <3 years	60%
>3 to <4 years	50%
>4 to <5 years	40%
>5 to <6 years	30%
>6 to <7 years	20%
>7 to <8 years	10%
>8 to <10 years	5%
>10 years	2%

THONET WARRANTY

Additional Information

- I. The Company warrants that its products will be free from defects in materials and workmanship when using the product for two-eight hour shifts per day.
- II. Warranty will begin on the date of the invoice to the Buyer, subject to the conditions and limitations noted in this document.
- III. The warranty described in this document is expressly limited to the repair or replacement of the claimed product at the sole discretion of the Company and repair or replacement is the Buyer's sole and exclusive remedy.
- IV. The Company reserves the right to pre-approve any contract, which is entered into by the Buyer with a third-party for the replacement or repair of any product, covered by the warranty period set forth in this document. The warranty set forth in this document shall be automatically void in the event that any work or modification is performed on the items or products covered without prior written approval from the Company.
- V. At the Buyer's request the Company will attempt to match color during any repair or replacement, as long as a sample 'product to match' has been shipped to the Company by the Buyer. For various technical reasons related to color degradation in UV light and the variations arising from the differences in lighting standards at different locations, the Company does not guarantee that finishes will match.
- VI. Notwithstanding anything to the contrary set forth in the document, the Company's maximum liability under any circumstance shall be limited to the original invoice price to the Buyer and shall not include any other charges, including, but not limited to, lost revenue or profit due to lack of beneficial use, rental of replacement products, freight, handling, packaging, demurrage or storage or any claim from any individual, including customers of any Agent or End User.
- VII. Warranty repair or replacement will be made at no charge to the Buyer when defective products are returned to the Company with freight and shipping prepaid and properly packaged to avoid damage in transit. Risk of loss of any items in transit from the Buyer to the Company shall pass when received by the Company. Risk of loss of any items in transit from the Company to the Buyer shall pass when shipped by the Company.
- VIII. The Company assumes no responsibility of liability for the transportation of products requiring service and/or repair to or from the job site.
- IX. The Company will make every reasonable effort to minimize the necessary inconvenience to the End User or Buyer in carrying out any repairs or replacements, however the Company reserves the right to levy a surcharge on any repair work if the repair must be completed outside of the normal work week, which is deemed Monday through Friday excluding holidays, between the hours of 8 am and 5 pm. The Company also reserves the right to levy a surcharge on any repair work outside the contiguous lower 48 States in the USA.
- X. Warranty claims must be filed in writing within 30 days of discovery of the claimed incidence of failure by the Buyer or Agent.
- XI. The Buyer (Dealer or Agent) of record shall be solely liable to the End User for any Buyer/Dealer installed products.
- XII. In the event that the dealer or agent is no longer in business for any reason, the Company will have no liability for any product failure whatsoever.
- XIII. In the event that a supplier to the Company is no longer in business for any reason or has discontinued a particular material, part or product then the Company will have no liability due to any inability to replace any unavailable part and the Company's sole responsibility will be to offer an alternative part of reasonably similar performance or at its sole discretion offer a credit note per the amortization schedule.
- XIV. Except to the extent specifically set forth in this document, the Company makes no warranties, either express or implied, including with limitation any implied warranty of merchantability or fitness for a particular purpose, with respect to the products covered by this document. The express provisions set forth in this document are in lieu of any obligations or liabilities on the part of the Company for any or all direct, economic, indirect, incidental, special, punitive, consequential or other damages (including, without limitation, loss of profits, loss of value, costs of procurement of substitutes) arising out of or in connection with any products sold, manufactured or delivered by the Company and/or any breach of this document. No affirmation of a fact, including, without limitations, statements or images regarding suitability for use or performance of the products covered by this document or any document of digital media produced by the Company, shall be deemed to be a warranty of the Company.

THONET WARRANTY

Additional Information (cont.)

- XV. No representative of the Company has the authority to modify or waive this warranty either verbally or in writing and only the CEO or CFO can approve any such recommended modifications in writing.
- XVI. The Company will occasionally be requested by the Buyer to develop a custom product where the image, engineering drawings and specifications related to that product have been supplied by the Buyer. The Company always assumes in good faith that the Buyer holds, or has secured, the appropriate intellectual property rights to conduct this activity and the Company will assume no responsibility to defend any breach of any IP rights which have not been assigned to the Buyer. If the Buyer breaches the rights of another party, the Company has no responsibility for any delays in the development of an alternate product and the Buyer assumes full responsibility and indemnifies the Company against any legal action arising from any such breach of another party's IP rights.
- XVII. When the Company provides products for the contract furniture market, customized to the specification of the Buyer and End User, the Company relies upon the End User and the Agents they engage, such as the Buyer, dealer/installer or the Designer, to validate and test the suitability of any such specifications with regard to performance or aesthetics. In the event that the Company perceives a risk of product failure inherent in this custom design, the Company will present its concerns and request a liability and warranty waiver from the Buyer if the Buyer decides to proceed with the purchase. The Company is not responsible for any dispute over the aesthetics of the custom product arising from the specifications of the Buyer, the Buyer's Designer or Agent.

Arbitration & Dispute Resolution

The decision of the Company on all warranty claims of \$50,000 or less shall be final. All disputes for claims greater than \$50,000 which are unresolved after 90 days may be resolved through arbitration before the American Arbitration Association in accordance with the Company's Arbitration policy, which is available upon request from the Company at warranty@mycgroup.com. Each party may bear its own legal fees, costs, and expenses in connection with any arbitration or other legal action related to the Company, the transactions contemplated by the invoice to or from the Company to the customer and/or the terms and conditions set forth in this document. All arbitration decisions are final.