

TIPS VENDOR AGREEMENT

Between Synergy Business Environments 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 Synergy Business Environments

Address 800 6th Ave S, Ste 200

City Nashville State TN Zip 37203

Phone 615-383-6799 Fax 615-383-8106

Email of Authorized Representative sgarrison@synergybe.com

Name of Authorized Representative Susan Garrison

Title Chief Operating Officer

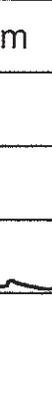
Signature of Authorized Representative 

Date 4/13/20

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/27/2020

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

**Synergy Business Environments
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

Synergy Business Environments Information

Contact: Josh Misenheimer
Address: 800 6th Avenue South, Suite 200
Nashville, TN 37203
Phone: (615) 383-6799
Fax: (615) 383-8106
Email: jmisenheimer@synergybe.com

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

Susan Garrison
Signature

sgarrison@synergybe.com
Email

Submitted at 4/14/2020 2:06:28 PM

Requested Attachments

Vendor Agreement

200301 Vendor Agreement - Synergy.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

200301 Vendor Agreement Signature Form - Synergy.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 (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.

Pricing Spreadsheet #2

200301_Pricing_form_2 (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

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

Proposed Goods and Services.xlsx

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 *No response*

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

Vendor Warranties.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

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

2023 - SBE Cert - Synergy Business Environments.pdf

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

SBE Allsteel + DIRTT.jpg

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 Officer Form.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

Confidential Information Status Form - Synergy.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="Synergy Business Environments is a full service commercial furniture dealership with national reach. We are experts in corporate, government, healthcare, and educational environments."/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Josh Misenheimer"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="Account Manager"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="jmisenheimer@synergybe.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8655677330"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8656374377"/>	

11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8655677330"/>	

12	Secondary Contact Name Secondary Contact Name
<input type="text" value="Michael Moore"/>	

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

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

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="6155152010"/>	

16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="6153838106"/>	

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="6152432495"/>	

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

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

20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="6155152001"/>	

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

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

23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477
<input type="text" value="8655677330"/>	

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

25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)
<input type="text" value="76-0715213"/>	

26	Primary Address Primary Address
<input type="text" value="800 6th Ave South, Suite 200"/>	

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

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="37203"/>	

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.)

furniture, office furniture, desk, workstations, cubicles, tables, chairs, shelving, lockers, files, filing cabinets, ergonomic tools, u-shaped desks, l-shaped desks, sit stand desk, lounge furniture, lobby furniture, waiting room furniture, whiteboards, mobile boards, pedestals, stools, worksurfaces, conference tables, conference chairs, break room furniture. classroom furniture, lab tables, children's furniture

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?

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.

33 Company Residence (City)

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

34 Company Residence (State)

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

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 2 CFR PART 200 Contract Provisions Explanation

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 3 2 CFR PART 200 Contracts

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 4 2 CFR PART 200 Termination

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?

58 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?

59 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.

60 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.

YES

**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.

YES

**6
3** **Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

**6
4** **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder 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
5** **Remedies Explanation of No Answer**

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.

B. Firm not owned nor operated by felon; per above

**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.

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Belmont University	Bill Trivett	btrivett@comcast.net	615-969-7651
Ensworth High School	Heather Fullington (Designer)	hfullington@WPISstudio.onmicrosoft.com	615-423-5767
Harpeth Hall	Anne King (CFO)	king@harpethhall.org	615-346-0091
Montgomery Bell Academy	Angela Klausner (Head Librarian)	angela.klausner@montgomerybell.edu	615-364-2425
Webb School of Knoxville	Stan Atkins (Director of Facilities)	stan_atkins@webbschool.org	865-310-0508

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.

Synergy Business Environments

Name of company

Michael Moore, President

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

800 6th Avenue South, Suite 200 Nashville TN 37203 615-383-6799

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 _____

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 4/14/20



Certification Number: 013117-01
Industry: Office Furniture

*The Governor's Office of Diversity Business Enterprise
for the State of Tennessee, having determined that*

Synergy Business Environments

*has successfully met the certification requirements as outlined in Tennessee Code Annotated Title 12,
Chapter 3, Part 8, and the policies adopted thereunder, hereby grants the designation of*

Small Business

and is recognized as such until the expiration of registration and certification on

January 31, 2023

*In Witness Whereof, the Governor of the State of Tennessee and the Commissioner of
General Services hereto affix our hand and the Great Seal of the State.*



Shelia J. Simpson

Program Director, Governor's Office of Diversity Business Enterprise

Limited Lifetime Warranty

Our unwavering commitment to our customers compels us to care, and our dedication to quality is just one of the ways we show our customers how much they mean to us.

We recognize that keeping up with the pace of change requires having products that work as hard as the people who use them. That's why each of our products is rigorously tested and certified to meet the highest industry standards.

In the unlikely event that any Allsteel product or component covered by the Allsteel Warranty should fail under normal workplace use because of defective material or workmanship, Allsteel promises to fix it.

Because taking care of *people* is how Allsteel takes care of business.

Limited Lifetime Warranty

Allsteel®

Allsteel warrants its products to be free from defects in material and workmanship for as long as the original purchaser owns them, except as set forth below.

Allsteel shall repair or replace with comparable product (at Allsteel's discretion), free of charge, any Allsteel product or component manufactured after January 17, 2019, that fails under normal commercial office use, in accordance with the terms of this warranty. For products or components manufactured prior to this date, please contact your Allsteel dealer for warranty information.

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

LIFETIME

All Allsteel products, materials, and components are covered under the Allsteel Limited Lifetime Warranty, subject to the following exceptions.

12 YEARS

Veneer and laminate surfaces; wood seating; electrical components; seating controls; pneumatic cylinders; glides; casters; arm caps; foam; polymer side chair shells

10 YEARS

Beyond® and Aspect™ demountable partitions; painted wood surfaces; wood-frame seating and lounge products

7 YEARS

Altitude® A5 and Altitude® A8 height-adjustable worksurface mechanisms

5 YEARS

Altitude® A3 height-adjustable worksurface mechanisms; tablet arm mechanisms; mesh on Quip™, Scout®, and Mimeo®; panel and seating upholstery fabrics; other covering materials; upholstery on tackboards and storage cushions; freestanding LED task lights; Beyond® and Aspect™ moving parts such as door hardware and door mechanisms; monitor arms; keyboard trays

3 YEARS

Marker board surfaces; upholstery on lounge products; undercabinet LED lights; USB power modules

2 YEARS

Keyless electronic locks

1 YEAR

Traceless laminates

Allsteel does not warrant:

- Customer's Own Materials (COM) or Customer's Own Laminates (COL)
- Natural variations occurring in wood, leather, or other natural materials, which are inherent to their character and not considered defects
- Colorfastness of textiles or surface finishes
- Matching of colors, grains, textures, or edge bands to natural materials such as veneer and leather
- Damage caused by the carrier in-transit or installer
- Products not installed, used, or maintained in accordance with product specifications, instructions, and warnings
- Modifications or attachments to the product not approved by Allsteel
- Products used for rental purposes
- Beyond® and Aspect™ doors used in suite entry applications
- Beyond® and Aspect™ customer's own hardware, which is subject to the supplier warranty
- Third-party products acquired through the Tailored Products Group
- Partner (e.g. Normann Copenhagen), third-party, and other manufacturers' products – Allsteel, to the extent possible, will pass through any warranty received with respect to other manufacturers' branded products
- Consumables (e.g. batteries, bulbs, lamps, and ballasts)

This warranty applies only to the original purchaser and is non-transferrable.

Warranty is void if integrated components or features are substituted with non-Allsteel or unauthorized components without previous authorization.

This warranty will not be valid if damage to the product is caused by (1) normal wear and tear over the course of ownership, including puddling and pilling in materials; (2) sharp objects (e.g. writing utensils, heeled shoes, scissors, jewelry, keys); (3) extreme environmental conditions; (4) unintended usage or; (5) the use or storage of product in unsuitable environments or conditions.

This warranty applies only to products purchased from authorized Allsteel dealers and delivered within the United States and Canada. This warranty is valid for unlimited shift usage. Please contact your Allsteel dealer with any warranty requests.

To the extent allowed by law, Allsteel makes no other warranty, express or implied, including any warranty of merchantability or fitness for a particular purpose. Allsteel will not be liable for any consequential or incidental damages.



Warranty

Global Warranty Information

A History of Success

Founded in Canada in 1966, The Global Group is one of the largest manufacturers and marketers of quality business furniture in the world. Our facilities include more than 40 just-in-time manufacturing and product assembly plants, plus offices, showrooms and distribution facilities.

Customer service is the cornerstone of our continued success and the reason why the Global choice is often the first choice for office furniture solutions by clients the world over.

Ergonomics

Global manufactures an extensive selection of office furniture in the areas of seating, files and storage, casegoods, panels and computer accessories. The people at Global are proud to bring you office furniture manufactured with ergonomic features integrated into every product in order to help build a healthy, comfortable and productive work environment.

ISO 9000

At Global, we continue to set the highest quality product standards. Registration to ISO 9000, the international standard for quality systems is just one example of our longstanding promise to manufacture office furniture that is built to work better and last longer.

Research and Development

The Global Group is one of the very few business furniture companies worldwide to maintain an in-house testing laboratory. The testing laboratory and its support programs certify our components and finished products. Global certified office furniture products meet, and often exceed industry and government standards.

The Environment

At Global we're proud of our pledge to maintain a clean environment. We have long established environmental programs throughout our plants and offices to sustain our 'earth friendly' commitment. The people at Global take every opportunity to Reduce, Reuse and Recycle.

ISO 14001

At Global we're proud to say we're ISO 14001 registered. ISO 14001 is the benchmark international standard for the implementation and operation of an environmental management system. Certification requires a commitment to continuously improve practices that protect the environment.

Lifetime Warranty

Global warrants that all commercial products are free from defects in material and workmanship, for the life of the product, to the original purchaser. Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. For detailed conditions, refer to the current Global Price List.

This warranty covers the following product categories.

1. General Seating
2. Filing
3. Panels
4. Desks, Modular Furniture and Tables

LIFETIME WARRANTY



Global will repair or replace, at Global's option, as the sole remedy for any defect covered by the warranty. The warranty applies to products manufactured after January 1, 2011.

General Commercial Seating

Global's warranty for general commercial seating covers all chair components including pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats, backs and other structural components.

Exceptions to the warranty for general commercial seating are as follows:

- Foam, textiles (as sampled on Global branded and Alliance Partner program cards), mesh material and electrical devices, are warranted for five (5) Years
- Control mechanisms are warranted for twelve (12) Years

The warranty applies to single shift, standard commercial usage, defined as a standard eight (8) hour day, forty (40) hour week for users weighing up to 300 pounds.

Heavy Duty Seating

Global offers products designed for multiple shift applications (24 hours a day / 7 days a week) and larger individuals weighing up to 350 and/or 500 pounds (depending on series and/or model). Global warrants these products for twelve (12) years to the original purchaser. All components (including control mechanisms, pneumatic cylinders, bases, casters, glides, frames, arms, plastic seats/back, etc.) are covered for 24/7 applications under the warranty. The exceptions are foam and textiles, which are covered for five (5) years. Textiles on these products must exceed 100,000 double rubs for the textile portion of the warranty to apply. Heavy Duty product series that apply under this warranty currently include: Concord Executive 24 hour, Dexter/Dexter+, Granada TS, Granada Deluxe TS, Malaga TS, ObusForme Comfort TS, Robust, Saxon, Truform TS and Vion TS.

Textiles

Global warrants Global branded textiles and Alliance Partner carded textile programs inclusive of fabrics, vinyls and leather products for five (5) years. Alliance Partner textile programs are currently with Arc | Com, CF Stinson, CLT Prescott Leather, Designtex, EnviroLeather by LDI, Green Hides, KnollT extiles, Luum, Maharam, Mayer, Momentum, Morbern, Ultrafabrics and Victor. Global does not warrant COM (Customer Own Materials) or GPM (Global Purchased Materials) that are customer specified materials, or graded-in and purchased by Global for a customer. For GPM or COM products, please contact the textile supplier for performance information and warranty details.

Seating Warranty Summary

Seating Type	Components Warranty for Original Purchaser	Use Time For Warranty Coverage	Exceptions
General commercial seating	Lifetime	8 hours / 5 days per week	Foam/upholstery/textiles/mesh/electrical devices – 5 years Control mechanisms – 12 years

Seating Type	Components Warranty for Original Purchaser	Use Time For Warranty Coverage	Exceptions
Heavy duty seating	12 years	24 hours / 7 days per week	Foam/upholstery/textiles – 5 years

Files, Desks, Modular Furniture, Tables, Panels & Accessories

Global warrants all components of metal storage and filing, laminate and wood veneer desks, laminate and wood veneer tables, metal leg components and panels for the lifetime of the product to the original purchaser.

Exceptions to the warranty for Files/Desks/Tables and Panels are as follows:

- Electrical devices, panel and tackboard textiles, adjustable keyboard mechanisms/lecterns/coat trees and task lights – five (5) Years
- Folding tables (laminate and Lite Lift II models) – one (1) Year

Files, Desks, Modular Furniture, Tables, Panels & Accessories Warranty Summary

Product Type	Components Warranty for Original Purchaser	Exceptions
Metal storage and filing	Lifetime	None
Laminate/wood veneer desks and modular furniture	Lifetime	Tackboard textiles, electrical devices, task lights – 5 years

Product Type	Components Warranty for Original Purchaser	Exceptions
Boardroom, conference and training tables	Lifetime	Electrical devices – 5 years Moving parts – 5 years
Panels	Lifetime	Panel textiles, electrical devices, task lights – 5 years
Coat racks and lecterns	5 years	None
Folding tables (laminated & molded)	1 year	None
Height adjustable tables	5 years	Motorized parts (on electrical tables) – 2 years

Global's Warranty does not apply (for any product category) to the following:

- Failures due to wear and tear
- Failures which result from negligence, abuse, accident or misuse
- Failure to apply, install or maintain products according to Global's written instructions and warnings
- Modifications, attachments or repair methods not approved by Global
- Damage caused by a carrier in transit, or delivery/installation contractors
- The matching of colors, grains or textures (wood, leather, etc.) of natural materials and color matching of textiles
- Products exposed to extreme hot or cold temperatures or excessively dry or humid environments
- Colorfastness or the matching of color of textiles
- Damage by markings or staining; damage by sharp objects or imprinting from instruments
- Damage to textiles or laminate and wood surfaces/edges from exposure to sunlight (including UV rays)

- Products used for rental purposes

Global's warranty does not cover the costs of transportation or labor. Repair or replacement will be at Global's option.

Global makes no warranty that any of its products are suitable for any particular purpose and makes no other warranties, express or implied, other than those set out here. As codes and standards vary from one jurisdiction to another, references to compliance are solely for convenience and without any representation as to accuracy or suitability. Users must verify the suitability of such information or product for their specific application. In no event shall Global be liable in either tort or contract for any loss or direct, special, incidental, consequential, or exemplary damages.

Global's warranty applies to products sold within the United States of America, Mexico, the Commonwealth of Puerto Rico and Canada.



HON FULL LIFETIME WARRANTY

YOUR HON FULL LIFETIME WARRANTY

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

WHAT'S COVERED BY THE HON FULL LIFETIME WARRANTY?

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

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

HON'S FULL 12-YEAR WARRANTY

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

HON'S FULL 10-YEAR WARRANTY

- Soothe Patient Recliner Mechanism
- Signal seating upholstery fabric

HON'S FULL 5-YEAR WARRANTY

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

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

IS ANYTHING NOT COVERED?

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

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

WARRANTY REQUESTS OR QUESTIONS?

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

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

A WORD ABOUT PURCHASES FOR HOME OR PERSONAL USE

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

Indiana

FURNITURE

Indiana Furniture Product Warranty

2019 Warranty

Subject to the limitations set forth in this warranty, Indiana Furniture Industries, Inc. (“Indiana Furniture”) warrants to the original purchaser all product in this price list (“Product”) to be free from defects in material and workmanship given normal use for a 12-year period from the date of manufacture. During the applicable warranty period, Indiana Furniture, as its sole obligation, will repair or replace (in Indiana Furniture’s sole discretion) any Product, part, or component covered by this warranty and sold after February 4, 2019, which fails under normal use as a result of a defect in material or workmanship. Normal use is defined as the equivalent of a single shift, 40-hour work week. Indiana Furniture will repair or replace the defective Product, part, or component with a comparable Product, part or component.

Warranty periods are limited for certain Products and parts as follows:

12-year Warranty (from the date of manufacture)

Seating Mechanisms, Veneers, Laminates, Casters and Glides

7-year Warranty (from the date of shipment)

Pneumatic Table Lift and Electric Table Lift

5-year Warranty (from the date of manufacture)

Triple Play Series, Electrical components, Pneumatic Cylinders, Textiles, Foam, and Decorative Trim, Swivel, Arm Pads, Keyboard kits, Lighting, and All Height Adjustable Mechanisms

1-year Warranty (from the date of shipment)

Charge Spots and Sparks

THIS WARRANTY DOES NOT COVER:

Damage caused by a carrier or third party

Normal or routine wear and tear

Appearance, durability, quality, behavior, colorfastness or any other attribute of customer’s own materials or any non-standard Indiana Furniture material (including CF Stinson, Maharam, Mayer, Momentum, UltraFabrics) specified by the customer and applied to a Product

Color, grain or texture of wood, laminate and other covering materials

Changes in wood or fabric color due to aging or exposure to light

Damage or failure resulting from modification, alteration, misuse or abuse of a Product

Defect or damage arising out of coverage of Product tops with glass or other foreign materials

As the manufacturer of the Product, Indiana Furniture stands behind its craftsmanship and pledges to do everything it can to reasonably resolve, as quickly as possible, any problems you may have with the Product within the terms and conditions of this warranty.

If you encounter a defect covered by the foregoing warranty, you should contact the dealer from whom you purchased the Product. If the dealer is unable to resolve your warranty issues, you should contact Indiana Furniture. Please ensure that you have all of the pertinent facts when contacting the dealer or Indiana Furniture, including the model number and factory order number from the inspection label attached to the Product.

INDIANA FURNITURE IS NOT PROVIDING, AND SPECIFICALLY DISCLAIMS, ANY OTHER WARRANTIES FOR THE PRODUCTS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. INDIANA FURNITURE SHALL NOT BE LIABLE TO THE PURCHASER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES ARISING OUT OF OR RESULTING IN ANY MALFUNCTIONS, DELAYS, LOSS OF PROFIT, INTERRUPTION OF BUSINESS, PERSONAL INJURY, BODILY INJURY, DEATH, DISMEMBERMENT, OR PROPERTY DAMAGE.

Indiana Furniture Industries, Inc.
Attn: Customer Service
1224 Mill Street, P.O. Box 270
Jasper, Indiana 47547-0270

Phone 800.422.5727
Fax 812.482.9035
custserv@indianafurniture.com

Humanscale Terms and Conditions

THE FOLLOWING TERMS & CONDITIONS APPLY TO ALL HUMANSCALE PRODUCTS.

TERMS OF PAYMENT

Upon approved credit, terms of payment are net 30 from date of shipment. Deposits may be required for large or custom orders. The processing of orders and/or shipment of orders placed may be delayed if the deposit is not received with the order or if customer's account is in "Past Due" status.

CREDIT POLICY

All customers of Humanscale must complete a credit application, with current information, which must be signed by an owner or officer. A line of credit may be set by our Credit Department, however the basis for the line of credit may be changed or cancelled at our discretion and advance payment may be required. Any unpaid balance, upon which payments are not made according to the terms governing the sale, will be considered "Past Due" and will increase by a maximum of 2% per month, without forfeit of Humanscale's right to payment.

Any customer who has failed to pay for goods delivered or services rendered in a timely manner shall be liable for all fees, expenses, disbursements, and charges (including all legal costs) incurred by Humanscale in collecting monies owed, as well as interest (at 24% per annum).

PURCHASE ORDERS

Purchase orders must include the following: "Bill To" and "Ship To" information—Company Name (Ship To company may be end user or installation company), Address, Telephone, Fax, Contact Person; End User Company Name; Requested Ship Date; Purchase Order Number; Special Delivery, Shipping and Packing Instructions (if applicable); Proper Discount Off Current List Price, Product Quantities and Full Model Numbers; and Total (List/Net).

ORDER CHANGES & CANCELLATIONS

All changes to or cancellations of orders placed with Humanscale must be in writing and sent to Customer Service. Orders may be changed or cancelled without penalty if Humanscale is notified at least two (2) weeks before the scheduled ship date for standard orders (under 250 units), or at least three (3) weeks before the scheduled ship date for large orders (250 units or more). Order changes or cancellations made less than two (2) weeks before the scheduled ship date for standard orders or less than three (3) weeks before the scheduled ship date for large orders will incur a minimum change/cancellation fee of 10% of net. Irrespective of when notified, changes or cancellations are not binding upon Humanscale until Humanscale issues a written acknowledgment of the change or cancellation. Order changes are defined as the deletion of line items; changes in style, color, quantity or requested ship date; or ship-to address changes. Order changes that result in a quantity reduction may be subject to an additional small order fee or adjustment in pricing. Under no circumstances will changes or cancellations be accepted on any custom fabric, special order or custom product orders.

TAXES

Humanscale list prices do not include sales tax. Customer is responsible to remit all such tax. Humanscale requires a State Resale/Exemption Certification to be on file at its main office. Sales made without said Certificate will be charged the appropriate sales tax.

PRICES

All discounts and list prices are subject to change without notice. Prices are those in effect at the time of order entry. If the requested shipment date is more than 90 days after the order date, Humanscale reserves the right to price said order based on the published list price as of the shipment date.

SMALL ORDER FEE

A 3% small order fee applies to all invoiceable orders of \$1,500 net or less, including billable replacement parts, regardless of product category.

SHIPPING AND DELIVERY

All Humanscale orders are acknowledged with a promise date (scheduled ship date) based on the product with the longest lead time. Large orders may increase standard lead times. Standard shipping charges will be billed to customer. Custom platform orders require 4 to 6 weeks.

Seating orders, unless otherwise specified, will ship 4 to 6 weeks from the date of order. Unless otherwise contractually specified, Diffrient World, Freedom and Liberty chairs will ship with the base and frame disassembled. Chairs can be easily assembled in seconds without use of tools. Blanket-wrapped shipping is available for full truckloads of 200 or more Diffrient World, Freedom or Liberty Task and Conference chairs. Consult your Humanscale representative for blanket-wrapped shipping requirement for Cinto and the Liberty Side chair.

Ship Sets: All products ordered on a single purchase order will be delivered together in a single ship set. To break a ship set, customers must indicate "Ship as Available" on the purchase order. Upon request, customer accounts may be defaulted to ship all orders on an as-available basis.

Shipping Instructions: Humanscale will attempt to accommodate basic shipping instructions, such as "call ahead" or "deliver before 12:00 p.m.," if clearly identified on the purchase order as "Shipping Instructions."

Packing Instructions: Humanscale will attempt to accommodate basic packing instructions for internal delivery of specific items on an order, such as "Deliver to Joe Smith" or "Deliver to cube #218," if clearly identified on the purchase order as "Packing Instructions."

DELIVERY SHORTAGES

Product shortages must be noted at the time of delivery and reported to the carrier for correction. Claims against Humanscale for shortages, errors, etc., must be made in writing and within three (3) days of the date of delivery or customer waives its right to make such a claim.

FREIGHT CLAIMS

Humanscale will file all F.O.B. destination claims. In order to receive credit, customer agrees to cooperate and assist in the procedures set out by the carrier and Humanscale.

EXTERNAL DAMAGE

If the shipping container shows any external damage, customer is instructed to refuse the product at time of delivery. If it is a multiple piece shipment, customer may refuse only the damaged items. Humanscale will not issue full credit for returned product unless customer takes the following action steps:

- Note damage on the delivery receipt at time of delivery.
- Refuse product at time of delivery.
- Contact Humanscale Customer Service within 24 hours of the attempted delivery and advise them of the damage.
- Enter a chargeable replacement order; credit will be issued after the disposition of damaged product is determined.

CONCEALED DAMAGE/LOSS

If a customer determines that there is internal damage not visible at time of delivery, customer will retain all packaging materials and take the following action steps within fifteen (15) calendar days from the date of delivery:

- Request inspection by calling local freight carrier to report damage.
- Retain merchandise in the original box.
- Call your Humanscale Customer Service agent to provide order and product information.
- Get a copy of the inspection report from carrier.
- Enter a chargeable replacement order; credit will be issued after the disposition of damaged product is determined.

STORAGE

If a customer is unable to accept a scheduled product delivery, Humanscale, if notified in writing after product assembly and prior to the scheduled ship date, will store the product at customer's expense. Humanscale shall invoice customer for the product and monthly Storage Fees.

Storage Fees will be 1% of the net order value per month or actual storage costs—whichever is greater. Storage Fees are calculated with a one-month minimum and will not be pro-rated. If customer is unable to accept a scheduled product upon delivery, customer shall be responsible for placing the product in storage and bears the risk of loss. However, payment of the balance due is per Humanscale's Terms of Payment.

RETURN AUTHORIZATIONS & REFUSALS

All returned and non-damaged refused orders are subject to a five percent (5%) restocking fee. Seating and special order returns will not be accepted. Customer must request a Return Authorization through the Humanscale Customer Service Department within 45 days of product receipt to return any product. If Humanscale agrees to restock the product, customer must return it freight prepaid to Humanscale, F.O.B., to the original shipping point or as otherwise instructed by Humanscale Customer Service. If product is returned without a Return Authorization, Humanscale will notify customer of the unauthorized return and customer must provide instructions for its disposition within one week thereafter. Failure of customer to respond within one week will result in Humanscale's right to dispose of the product with no credit. Return Authorizations expire sixty (60) days after the date of issue. If the returned product is not in resalable condition, customer will not receive credit for the return. Customer must promptly provide a purchase order or other acceptance of fees/credit reduction as required.

WARRANTY

THE FOLLOWING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Humanscale offers the following warranties on its products:

PRODUCT	WARRANTY
Customer's Own Material (COM, COL)	No Warranty
CFL Light Bulbs	1 Year, Single-Shift Warranty
Switch Mouse	1 Year, 24/7 Warranty
Artemide Tolomeo Light	2 Years, 24/7 Warranty
Diffrient Light	5 Years, 24/7 Warranty
Fabric/Cushions/Arm Pads	5 Years, Single-Shift Warranty
Element Light, Including Light Source	10 Years, 24/7 Warranty
M4, M7 & M8 Monitor Arms with Gas Cylinder Components	10 Years, 24/7 Warranty
All seating and other products detailed in a current Humanscale Price Guide, unless otherwise specified	15 Years, 24/7 Warranty
All other products NOT detailed in a current Humanscale Price Guide	Varies; consult your Humanscale representative for details

This Warranty is applicable to the initial purchaser only and is non-transferable. If products are procured through authorized Humanscale Dealerships, the end-user customer must be registered with Humanscale for the warranty to be in effect. Humanscale warrants that, at the time of customer's receipt, the product will be in good working order and will be free from defects in material and workmanship. This Warranty does not apply to normal wear and tear or damage caused by accident, neglect, misuse or improper installation or operation. Humanscale will not be responsible for damage due to service, maintenance, modifications or tampering by anyone other than a Humanscale authorized representative. In the event a product is defective and Humanscale receives written notice of the defect within the Warranty period, Humanscale, at its option, will either repair or replace the defective product. This Warranty does not cover damage caused by a carrier or transportation of the product from one location to another, or alterations made by owner.

LIMITATION OF LIABILITY

Purchaser's remedies set forth herein are exclusive and the liability of Humanscale with respect to the breach of this agreement or any contract entered into between the parties pursuant hereto shall not exceed the price of the product or part on which such liability is based. In no event will Humanscale be liable to purchasers for any special, collateral, incidental or consequential damages however caused, whether by Humanscale's negligence or otherwise.

The remedies provided above are the purchaser's sole remedies for any failure of Humanscale to comply with its obligations regarding the workmanship of its products. Correction of any nonconformity in the manner and for the period of time provided shall constitute complete fulfillment of all liabilities of Humanscale, with respect to or arising out of the product furnished hereunder.

Casegoods Warranty

JSI warrants to the original purchaser that each piece of furniture will be free from defects in workmanship given normal use for a period of fifteen (15) years of single shift service. Drawer suspensions carry a lifetime warranty. Fabric manufacturers warranty will apply. Electrical items not manufactured by JSI are covered for a period of one (1) year. JSI will, at its option, repair or replace any defective merchandise within the terms of the warranty.

JSI makes no expressed or implied warranties as to any product and, in particular, makes no warranty of merchantability of fitness for any particular purpose.

The warranty does not cover:

- Natural variations in color, grain, or texture of wood and covering materials over which JSI has no control.
- Damage caused by an installation or transportation company.
- Damage created by loading file drawers with anything other than hanging folders.
- Any accident, user modifications, misuse or product neglect.
- Normal wear, color fastness, shrinkage, wrinkling, stretching of leather and textiles.
- Damage resulting from extreme climate conditions.

Seating Warranty

JSI warrants to the original purchaser that each piece of furniture will be free from defects in workmanship given normal use for a period of fifteen (15) years of single shift service. Pneumatic lifts and casters are warranted to be free of defects in materials and workmanship for a period of five (5) years. Fabric manufacturers warranty will apply. Electrical items not manufactured by JSI are covered for a period of one (1) year. JSI will, at its option, repair or replace any defective merchandise within the terms of the warranty.

JSI makes no expressed or implied warranties as to any products and, in particular, makes no warranty of merchantability or of fitness for any particular purpose.

The warranty does not cover:

- Natural variations in color, grain, or texture of wood and covering materials over which JSI has no control.
- Damage caused by an installation or transportation company.
- Any accident, user modifications, misuse or product neglect.
- Normal wear, color fastness, shrinkage, wrinkling, stretching of leather and textiles.
- Damage resulting from extreme climate conditions.

Terms Conditions Rights and Warranties

Updated March 3, 2020

PRODUCT PRICING

ALL PRICES LISTED IN KI PRICE LISTS ARE FREIGHT EXCLUDED OR DELIVERED PRICING.

KI price lists and any prices contained therein are subject to change without notice. Prices applicable to all Customer orders shall be those in effect at the time KI receives a complete order from Customer unless: Customer and KI have in place a written special pricing or master supply agreement, which agreement specifies the prices to be paid by Customer; or Customer requests a product shipping date to occur more than one hundred twenty (120) days after KI's receipt of Customer's order (in which case KI shall have the option to apply to Customer's order the price list in effect as of Customer's requested shipping date). The most current KI price lists are maintained electronically and can be found at www.ki.com/price-lists

Any discounts are ineffective if, as a result of the discounts, the final selling price of any product offered in a KI quote would be lower than the corresponding price for that product under KI's multiple award schedule contracts with the United States General Services Administration (GSA). If the final selling price for any KI product in a quote would be below KI's price to GSA, KI will offer that product at the same price that KI offers to GSA. No other terms or conditions of KI's GSA contracts would apply to such sales.

FREIGHT AND DELIVERY

Freight Terms

KI reserves the right to select the "best way" shipment methods and means (including, but not limited to, determination of the carrier, method of shipment, and routing). Standard delivery shall be dock-to-dock delivery and shall occur Monday through Friday, 7:00 a.m. to 3:00 p.m. for truckload or 9:00a.m. to 5:00 p.m. for less than truckload or parcel. Products quoted as "Delivered Pricing" shall be "F.O.B. Origin," and freight charges are based on shipments to the 48 U.S. contiguous states. For shipments destined to other U.S. states or foreign territories, delivery will be made to a prearranged port. Customer shall prepay all freight charges and any extra expenses resulting from any request by Customer for after-hours, holiday, weekend, or specific time delivery, or special carrier, shipping method, (e.g. air freight, exclusive use vehicle) packaging, and/or routing. Contact KI for quote.

CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

Title, Risk of Loss

Title to product shall pass to Customer upon delivery by KI to the carrier. For purposes of risk of loss, all shipments are "F.O.B Origin"; and Customer acknowledges that once KI delivers the product to the carrier, risk of loss shall pass to the Customer.

Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave KI's manufacturing facilities in good condition. Customer shall be responsible to:

1. Carefully inspect merchandise upon delivery. Make notation of package conditions and describe any type of damage observed on the carrier's delivery receipt.

2. If the delivery receipt has been signed free and clear and damage is discovered after carrier has left, the customer shall report the concealed damage and request an inspection to the local carrier terminal within (5) five business days of receipt date.
3. Retain all shipping cartons for inspection by the carrier agent.
4. All damaged product and packaging must be kept at point of delivery.

KI shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier. For more information visit <http://damagedproductprocess.com>

Shortage Claims

Shortage must be noted at time of delivery to be considered a carrier claim.

KI will evaluate Customer reported shortage claims within (10) ten days immediately following delivery. Shortage claims reported beyond (10) ten days after delivery will not be honored.

Returns

Product conforming to the specifications contained in KI's acknowledgement to Customer may not be returned to KI without KI's written consent, which consent may be conditioned upon Customer's agreement to pay re-handling and/or restocking charges and/or to prepay all freight charges on the return shipment.

Requests for Specific Delivery Time(s)

KI considers requests for delivery times and for drop shipments to job sites, and will undertake reasonable efforts to indicate any such request(s) to product carriers. KI may, in its sole discretion, extend to Customer the option of a carrier-guaranteed set delivery time at an additional cost to Customer. KI's liability for any damages incurred for any late deliveries, including labor and other expenses resulting from any such delays, shall be limited to a refund of the charge for the aforementioned guaranteed set delivery time.

Accessorial Fees

Customer shall be responsible for the payment of all accessorial fees, including, but not limited to, charges necessitated by any of the following:

1. A need for special delivery equipment, including lift gates
2. Inside delivery
3. The absence of a loading dock
4. Redirection or re-consignment of product
5. Detention charges
6. Street unloads
7. Improper refusal of product

Storage of Product

If, following KI's acknowledgement of Customer's purchase order, Customer requests a delay in shipment for any period greater than one (1) day from the scheduled ship date, Customer shall be responsible for the payment of the following storage fees:

1. Orders less than a full trailer (11 pallets or 24 feet or less): \$5.00 per day per pallet.
2. Full trailer: \$60.00 per day per trailer.

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees Fahrenheit and

humidity must be controlled between 45 and 65 percent relative humidity.

Split Deliveries

Orders can be split shipped (including C.O.M. as it arrives) only with faxed or written authorization.

Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer.

PAYMENT TERMS

Net Thirty Days

Payment on all KI invoices shall be made in U.S. dollars within thirty (30) days of the date of each such invoice and without offset, back charges, retention, or withholding of any kind. Unpaid and delinquent invoices shall accrue interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, whichever is less.

Leasing Provisions

KI offers a lease finance option. The first and last monthly payments are required at the time of signing. Lease quotations subject to National Cooperative Leasing credit approval. Rates are based upon current market and subject to change without notice. Contact KI for a quote.

Custom Deposits

Customer may be required to pay a deposit for the purchase of any custom or nonstandard products identified in Customer's purchase order. Any such deposit shall accompany Customer's purchase order.

New Accounts

New accounts require the approval of a KI sales representative, credit references, and a valid tax-exempt or resale certificate (where applicable).

Security Interest in Products

KI shall retain a purchase money security interest in all products sold to Customer and for which Customer has not made full payment. Customer agrees to execute any and all instruments necessary to document the creation of this security interest and/or to perfect the same. Customer further agrees to assemble and deliver to KI all products subject to this security interest in the event Customer defaults on Customer's payment obligations to KI.

Collection Costs

In the event Customer defaults on Customer's payment obligations to KI, and KI employs the services of an attorney or collection agency to enforce these obligations, Customer shall reimburse KI for all of KI's actual collection costs and expenses (including actual attorneys' fees and court costs) upon demand.

ORDER PROCESS Requirements of a Valid and Complete Purchase Order

In order to submit a valid and complete purchase order to KI, Customer must provide KI with the following information.

1. If you are purchasing directly from KI the purchase order must be issued to KI or KI c/o the dealer with this address:

KI
1330 Bellevue Street
Green Bay, WI 54302

2. The following items must be included on all purchase orders:

- Sold To/Bill To Information: complete legal name, address, telephone number and fax number
 - Ship To Information: complete legal name, address, contact name, contact phone number
 - Purchase Order Number: a customer-specific identifier, typically a sequential purchase order number or requisition number
 - Issue Date: date the purchase order was issued
 - Sales Tax: applicable sales tax will be added upon invoicing. If tax exempt, customer must provide or have the tax exempt certificate on file at KI
 - Purchase Order Total: total of all items and services included on the purchase order
 - Authorization: signature of authorized purchasing agent or buying entity
 - Order Details: reference a fully optioned KI quote (ex: 11KGH-85432) or include all the information listed below
 - Quantity of each item
 - Complete model number, including all finish and option information (by line item)
 - Net purchase price (by line item)
 - Extended net purchase price (all line items)
 - Any additional applicable charges (ex: installation and/or delivery charges)
 - Contract name and/or number if pricing is based on a contract reference
3. Signatures on a quote or a worksheet will NOT be accepted as a purchase order.
 4. In the event that you do not have a formal Purchase Order process, please contact your KI Sales Representative or call 1-800-424-2432, and we will assist you with creating a PO.

Purchase Orders that do not meet these requirements will be placed on hold until complete information is received by KI.

Acknowledgements

KI sends acknowledgements on all orders. Please read these acknowledgements and contact KI immediately if there is any discrepancy. In the event of any difference or inconsistency between KI's acknowledgement and Customer's purchase order, KI's acknowledgement will control. In the event the model number and description differ on the purchase order, the model number will be the determining factor. Any error or discrepancy on acknowledgement must be reported to KI in writing within three (3) working days of acknowledgement date.

All acknowledgements contain an estimated delivery date, but an order may ship earlier than the estimated shipping date. If Customer desires delivery on or after a specified date, Customer must write "Do not ship for arrival before [date] ___" on Customer's purchase order.





■ Terms Conditions Rights and Warranties

Updated March 3, 2020

Fax or Email Orders

Orders may be sent to KI via facsimile (1-800-405-2264) or via email (order.entry@ki.com) SIF Files: If you have a fully optioned SIF file, submit one email containing the purchase order, fully optioned SIF file and any supporting quotes.. If, following submission of an order to KI, Customer sends a confirming order, such confirming order must be marked "Confirming Order. Original order sent via fax (or email)." KI will not be responsible for any duplicate orders caused by unmarked hard copy, duplicative confirming orders, or orders submitted more than once.

Changes or Cancellations of Orders

Purchase orders acknowledged by KI cannot be changed or cancelled without KI's consent, which consent may be conditioned upon Customer's agreement to pay increased or additional expenses resulting from the requested change or cancellation, including but not limited to a twenty-five percent (25%) cancellation charge if order is cancelled or changed within a minimum of twenty (20) days prior to expected delivery date as acknowledged. Products with custom options or veneer tops cannot be cancelled or returned.

Quick Ship Program

Quick Ship Program (QSP) leadtimes begin upon receipt of clearly marked and complete purchase order and approval by KI credit department. The QSP purchase order must be accompanied by the QSP purchase order cover sheet. Orders will only be processed as Quick Ship if all items on the order are included in the Quick Ship program. Quick Ship orders cannot be revised, cancelled, or returned. It is KI's intention to ship all QSP products within a period of 10 working days or less. Based on production capacity, KI reserves the right to cancel the Quick Ship Program without notice.

C.O.M. FABRIC REQUIREMENTS

Fabrics to be supplied by Customer must be approved by KI for upholster-ability and flammability prior to acceptance of Customer's purchase order. Customer shall submit to KI a one (1)-foot square sample swatch with Customer's purchase order. Following KI's approval of Customer's fabric, Customer must contact KI for exact production yardage requirements (1-800-454-9796, ext. 2707). Thereafter, Customer shall ship its fabric to the appropriate manufacturing facilities below. When supplying Customers own materials, it is the responsibility of the Customer to ship the materials to the correct KI manufacturing facility (as stated on the product pricing pages of KI price lists or on ki.com). Failure to ship the materials to the correct KI manufacturing facility will result in additional charges to the Customer for re-delivery of Customer's own materials to the correct KI manufacturing facility.

For products shipped from Green Bay, WI facility, ship material to:
KI Green Bay
Attn: C.O.M. Storage
1687 Westminster Drive - Gate 3
Green Bay, WI 54302

For products shipped from Manitowoc, WI facility, ship material to:
KI Manitowoc
Attn: C.O.M. Storage
1400 S. 41st St.
Manitowoc, WI 54220

For products shipped from Pembroke, Ontario facility, ship material to:
KI Pembroke
Attn: C.O.M. Storage
Pembroke, Ontario K8A6X7

For products shipped from Bonduel, WI facility, ship material to:
KI Bonduel
Attn: C.O.M. Storage
204 West South St.
Bonduel, WI 54107

For products shipped from Tupelo, MS facility, ship material to:
KI Tupelo
Attn: C.O.M. Storage
2112 South Green St.
Tupelo, MS 38804

For products shipped from High Point, NC facility, ship material to:
KI-HN
Attn: C.O.M. Storage
217 Feld Avenue
High Point, NC 27263

For products shipped from Ontario, CA facility, ship material to:
KI
Impress/Kismet
1110 S. Mildred Ave.
Ontario, CA 91761

CODE & FLAMMABILITY STANDARDS COMPLIANCE

Seating

- California Technical Bulletin 117. All seating products manufactured by KI meet or exceed the standards set forth in California Technical Bulletin 117 and are labeled accordingly.
- California Technical Bulletin 133. KI offers numerous products that can be manufactured to meet the flammability requirements set forth in California Technical Bulletin 133. For products to meet the requirements of the open-flame test, changes in materials are made. Restrictions are placed on fabric selections and product type. When ordering product to comply with California Technical Bulletin 133, the "FR" option must be selected in the model number string. Please see individual sections in the price list for additional cost and leadtimes, which vary between products.

Panels

ASTM E84 (equivalent to UL 723 and National Fire Protection Association NFPA 255) is the test method used to determine the Flame Spread and Smoke Developed Indices of the system, consisting of the core substrate, fabric covering, and adhesive. NFPA 101, for Life Safety Code, defines acceptable Flame Spread and Smoke Developed Indices that have been adopted by the federal and many state or local governments as law in the form of building codes and regulations. Panel cores have been judged acceptable for the use with UL Recognized Component Office Panel Fabrics. Contact KI for the current list of fabrics that are acceptable for use.

Style and Fabric Availability

Many styles can be manufactured to comply with TB 133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to KI for approval. *Certain C.O.M. materials may require a sample burn test for certification. A sample product will be

built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

Pricing

TB133 requires special construction procedures, and an upcharge applies to each product ordered as such.

General Information

Specifications, test procedures and requirements pertaining to flammability regulations can change. KI will make every effort to keep our information and services pertaining to flame specifications up-to-date. However, we reserve the right to alter the products, fabrics/ leathers, or upcharges associated with any of the above or any other flame specifications.

MISCELLANEOUS Weights and Dimensions

All weights and dimensions listed in KI's price or product listings are approximate.

Statute of Limitations

Except as specifically set forth in these Terms, Conditions, Rights and Warranties, no claim arising out of or in connection with products purchased from KI, these Terms, Conditions, Rights and Warranties or any product warranty applicable to any KI product may be brought by Customer more than one (1) year after the cause of action on which it is based has accrued.

Jurisdiction and Venue

The interpretation and application of these Terms, Conditions, Rights and Warranties and any product warranties applicable to products purchased by Customer from KI shall be governed in all respects by the laws of the State of Wisconsin, U.S.A., without reference to the rules of any jurisdiction concerning conflicts of laws or the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Customer agrees that all disputes arising from the interpretation or application of these Terms, Conditions, Rights and Warranties or any product warranty shall be subject to the exclusive jurisdiction of and venue in the federal and state courts located in Green Bay, Wisconsin, or within Brown County, Wisconsin, U.S.A.; and Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts.

Notification to KI

Except as set forth elsewhere in these Terms, Conditions, Rights and Warranties, all inquiries and correspondence to KI should be directed to:

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100
Phone: 1-800-424-2432

Force Majeure

KI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, KI reserves the right to extend the date of

delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

Product Warranties

These Terms, Conditions, Rights and Warranties may change from time to time. Purchases of products from KI shall be subject to KI's then current Terms, Conditions, Rights and Warranties which can be found at: www.ki.com/terms

■ Terms Conditions Rights and Warranties

Updated March 3, 2020



Furnishing Knowledge®

RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured on or after November 1, 2019 and manufactured and/or distributed from a KI manufacturing site. This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use.

EXCLUSIONS

This warranty does not cover:

- Failure resulting from normal wear and tear which is to be expected over the course of ownership.
- Any misuse, abuse or modification of the original product voids the warranty.
- Damage caused by carrier.
- Products that are exposed to extreme environmental conditions or that have been subject to improper storage.
- Alterations to product not expressly authorized by KI, nor to products considered to be of a consumable nature such as bulbs, light ballasts, and surge suppression products.
- Replacement parts are covered for two years or the balance of the original warranty, whichever is longer.
- Failure to apply, install, reconfigure, or maintain products according to published KI planning, assembly, cleaning instructions, or user guides.
- Customer's Own Material (i.e., material supplied by the Customer or procured by KI on behalf of the client that is not a standard KI product offering) used in the manufacture of KI products.
- Natural variations in wood grain; changes in surface finishes, including colorfastness, due to aging or exposure to light; matching of color, grain or texture, except to within commercially acceptable standards.
- Wrinkles, marks or scars occurring naturally in leather.
- Discoloration or degradation of all surface materials due to soiling, stains or dye transfer from clothing (including denim).
- Fabric properties including, but not limited to aging, colorfastness, shade variations, pilling, puddling/wrinkling or abrasions of textiles.

NOTATIONS

- Warranties and exceptions listed in the Accessories / Components section will apply to all applicable product warranties.
- Non-Standard Product has a one year warranty, unless the change is only cosmetic. If the product is non-standard due to a cosmetic change, the warranty is the same as the "base" product.
- Third Party Supplied Product (KI shall pass along any warranty it receives with respect to other manufacturer's products).
- Modification to UL Listed products eliminates the listing.
- KI reserves the right to request that the damaged product be returned for inspection prior to granting a remedy.
- KI will not be liable for consequential, economic (including loss of time or inconvenience), or incidental damages arising from any product defect.
- International Warranties may differ.

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

■ Terms Conditions Rights and Warranties

Updated March 3, 2020



Furnishing Knowledge®

SURFACES - (refer to [KI Care and Maintenance Instructions](#))

Fabrics (includes all Woven, Polyurethane, Vinyl and Leather) - KI In-Grades and Pallas Textiles (excluding those below)	3
Laminate HPL- high pressure laminate (excluding markerboard)	15
Laminate LPL- low pressure laminate	5
Markerboard Laminate	3
Mesh	15
Pallas Haven and Pallas Juggernaut	5
Seamless Surface Membrane Press	5
Sure-Chek Moisture Barrier	3
Veneer	15

ACCESSORIES / COMPONENTS

Cable Management- Vertical Cable Manager	15
Casters	15
CPU Holders	15
Electrical Components- 4-Port, Active8, Ashley Duo, Isle Power Tower, Hiatus USB/120V, PowerUp, Qi, Undermount R8, USB Charger, Villa	15
Flat Screen Monitor Arms.	15
Foam	15
Glides (excluding Felt)	15
Glides- Felt	1
Keyboard Mechanisms	5
Lighting	5
Pneumatic Cylinder (except Cafeteria at 5 years)	12
Ruckus Totes and Tote Rails	5
Tablet Arm	15
Tattoo Screens	Lifetime
Universal Height-Adjustable Screens	10
Worksurface Embedded Storage- Flat Screen Garage, Smartlift	5

BENCHING SYSTEM

Connection Zone	Lifetime
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CAFETERIA FOLDING TABLES

CafeWay (except pneumatic)	15
Uniframe (except pneumatic)	15
Uniframe Tops with "Perfect Edge"	Lifetime
Pneumatic for CafeWay and Uniframe	5

CASEGOODS

Aristotle (excludes laminate)	Lifetime
Aristotle Laminate- LPL- low pressure laminate	5
Dante (excludes laminate)	Lifetime
Dante Laminate- HPL- high pressure laminate	15

DESKING

700 Series Desk	Lifetime
Instruct	Lifetime
Intellect Wave	15
Ruckus	15
True	Lifetime
WorkZone	Lifetime

■ Terms Conditions Rights and Warranties

Updated March 3, 2020



Furnishing Knowledge®

DOLLIES

Caddies- Seating	15
Caddies- Tables	15

FILES AND STORAGE

(Storage warranties exclude drawer slides at 15 years)

Drawer Slides	15
700 Series Files and Storage	Lifetime
All Terrain	Lifetime
Balance	Lifetime
Connection Zone Storage	Lifetime
Ruckus Storage	15
Tattoo Storage	Lifetime
Universal Overhead	Lifetime
U Series	Lifetime

FOLDING CHAIRS

Folding Chairs	5
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INSTITUTIONAL SEATING/TABLES

Banquet Tablets- Emissary, Heritage, Premier	5
DuraLite	5
Fixed Leg Table- Oxford	5
ValueLite	5

LECTERN

Wharton	10
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LIBRARY FURNITURE

CrossRoads	15
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MARKERBOARDS (vertical dry-erase surfaces)

Connection Zone Mobile Screen	5
All Other Markerboards	5

OCCASIONAL TABLES

Affina	Lifetime
C-Table	15
Calida	Lifetime
Flex	Lifetime
Hub	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime

PATIENT ROOM SEATING

Bariatric

Affina	Lifetime
Perth	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime

Gliders

Affina (excludes glider mechanism)	Lifetime
Perth (excludes glider mechanism)	Lifetime
Soltice (excludes glider mechanism)	Lifetime
Glider Mechanism	10

Hip Chair

Affina	15
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Patient Chairs

Affina	Lifetime
Perth	Lifetime
Rose	15
Soltice	Lifetime
Soltice Metal	Lifetime

Recliners

Affina	Lifetime*
Perth	Lifetime*
Soltice	Lifetime*
*Recliner Central Locking Caster Mechanisms	5
*Recliner Mechanism	10
*Heat/Massage and USB Components	2

Sleepers and Daybeds

Affina (excludes sleeper mechanism)	Lifetime
Hiatus Sleeper Bench (excludes sleeper mechanism)	Lifetime
Hiatus Seamless Surface Components	5
LaResta Daybed (excludes daybed mechanism)	Lifetime
Perth (excludes sleeper mechanism)	Lifetime
Soltice (excludes sleeper mechanism)	Lifetime
Sleeper and Daybed Mechanisms	5

RESIDENCE HALL FURNITURE

RoomScape	Lifetime
Mattresses	5

SEATING

Auditorium Seating

Concerto	15
Extol	15
Lancaster	15

Benches

Kurv	15
Neena	15

■ Terms Conditions Rights and Warranties

Updated March 3, 2020



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SEATING

Classroom

Intellect Wave	15
Ivy League	15
Learn2	15
Ruckus	15

Fixed Seating / Lecture Hall

Jury Base	15
Seminar Tables	15
Sequence	15
Sequence HD	15
Single Pedestal	15
University	15

Guest Seating

Affina	Lifetime
Bantam	Lifetime
Doni Guest	15
Impress Guest	15
Impress Ultra Guest	15
Itoki DP	15
Jubi	15
Katera	15
Perth	Lifetime
Sift Guest	15
Soltice	Lifetime
Soltice Metal	Lifetime
Voz (non-stacking)	15

Lounge

Affina	Lifetime
Arissa	Lifetime
Calida	Lifetime
Connection Zone Privacy Booth	Lifetime
Hub	Lifetime
Jessa	Lifetime
Lyra	Lifetime
MyPlace	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tattoo Slim	Lifetime
Tea Cup	Lifetime



SEATING

Multiple Seating

Affina	Lifetime
Perth	Lifetime
Promenade - indoor	15
Promenade - outdoor	3
Soltice	Lifetime
Soltice Metal	Lifetime

Stack and Nesting

Apply	15
Doni Stack	15
Grazie Stack	15
Katera	15
Maestro	15
Matrix	15
Opt4	15
Rapture	15
Ruckus	15
Silhouette	15
Strive Stack	15
Torsion Stack	15
Torsion Air Stack	15
Torsion on the Go!	15
Versa- standard, conference, and basic	15
Versa XL	15
Xylon	15

Stools

600 Series	15
800 Series	15
Ivy League Stools	15
Medical and Laboratory Stools	15

■ Terms Conditions Rights and Warranties

Updated March 3, 2020



Furnishing Knowledge®

SEATING

Tandem

Doni Tandem	15
Grazie Tandem	15
Strive Tandem	15
Torsion Tandem	15

Task

Apply Task	15
Altus (24/7)	15
Avail	15
Diem	15
Doni Task	15
FourC (24/7)	15
Grazie Task	15
Impress	15
Impress Ultra	15
Intellect Wave Task	15
Oath	15
Pilot (24/7)	15
Ruckus	15
Sift	15
Strive Task	15
Torsion Task	15
Torsion Air Task	15
Voyant Conference and Task	15

SYSTEMS

Panel Systems

StudioWorks	Lifetime
System 3000	Lifetime
Unite	Lifetime
WireWorks	Lifetime

Power Distribution System

Trellis	Lifetime
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■ Terms Conditions Rights and Warranties

Updated March 3, 2020



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TABLES - contract

Athens	Lifetime
Barron	Lifetime
Backbone	Lifetime
DataLink System	Lifetime
Enlite	Lifetime
Flat Screen Garage (excludes worksurface embedded storage)	Lifetime
Genesis- fixed	Lifetime
Genesis- height adjustable	5
Hurry Up!	Lifetime
Inquire	Lifetime
InTandem	Lifetime
Intellect Activity Table	Lifetime
Pillar	Lifetime
Pirouette	Lifetime
Portico	Lifetime
Ruckus	15
Serenade	Lifetime
Smart Lift (excludes worksurface embedded storage)	Lifetime
Tattoo	Lifetime
Toggle- fixed	Lifetime
Toggle- height adjustable	10
Trek	Lifetime
WorkUp- fixed	Lifetime
WorkUp - height adjustable	5

WALLS

Evoke	10
Genius	10
Lightline	10

The following products are discontinued.

Please contact KI customer service to verify warranty status. 1-800-424-2432

1000 Series	Darwin	Ivy League IL50 Laminate Top Desk	Rado Occasional Table
20 Series Table Boss Design	DataLink MP	Ivy League Max, Plus	Reclaim Receptacles
200 Series Boss Design	DaVinci	Jovi	Relax
360 Degree Classroom Furniture	Daybed	Junior Tables	Sapphire/Precedence
400 Series Boss Design	Daylight	Kismet	Seneca
600 Series Boss Design	Delsanti Casegoods	Laptop Garage	SmartTouch Files (900 Series)
6000 Series chairs	Devon Occasional Tables	Logix Seating System	Soltice Folding Chair
6100 Series Boss Design	Dorsal Stack	Lido Lounge Seating	Sterling
6200 Series Boss Design	Dorsal 1090	Lola Lounge Seating	Sustain
700 Series Folding Chair with tablet arm	Dorsal Student Desk	Madison	Synthesis
734G (Ganging versions)	Dorsal Tandem	Mesa Lounge	SystemsWall
ADD Companion, Tandem, Raphael	DuraMesh Folding Chair	Mesa Task Chair	Three Collection
ADD Stacker	Durastack	M16	Trendmaster
Aerdyn	E Series Storage	Mondial	Velo
Allude	Eden	Neena Lounge Seating	Venue
Amadeus Collection	Engage	Next Connect Electrical System	Versa Junior
Archive	Ess	Novite	Vertebra Institutional
Aria	Essex	Olympia	Warren
Aston Guest Chair	Flex Collection (seating and tables)	On Task	Xclaim
Berlage	Flexible Workspace	Orlo Occasional Tables	Zylo
Bonn	GateOne	Perry	
Briar Collection	Glimmer Stack and Task	Piretti 2000	
Bruen	Grand Salon Lounge Seating and Bench	Piretti Stack	
Canaan	Hancock Bench	Plaza	
Cinturon Lounge Seating	Hi5 Spectator Seating	Pomfret Lounge Seating and Guest Chair	
Cinturon Task Chair	Impulse	PowerComm Premier 72" Round Table	
Cody	Intellect Classroom Furniture Collection	Premier Folding Bench	
Connect Electrical System	Itoki DD	Prosper	
Dance	Ivey	Quatro Guest Chair	



OUR COMMITMENT TO OUR CUSTOMER

OFS and Carolina products are manufactured with careful attention to detail and with an on-going commitment to achieve a level of quality that is free of defects in materials and workmanship, given normal use and proper care. In an effort to stand by this philosophy, OFS and Carolina, hereby warrants, to the original purchaser of the product and from the original date of purchase.

OFS and Carolina products warrant to 12 years on single-shift applications with exceptions noted below.

Carolina products warrant to 12 years on multi-shift applications with exceptions noted below.

OFS and Carolina will repair or replace, at our discretion without charge to the original purchaser, any product or part thereof which fails as the result of such a defect during the warranty period. In the event any product has to be returned to the factory for verification of a complaint, it must be pre-authorized by the factory and shipped prepaid along with written information containing the name of the original purchaser, original invoice number, and a copy of the original purchase order. If the product is returned to an authorized dealer for repairs, OFS and Carolina will provide the materials to repair the product free of charge, including transportation cost.

EXCEPTIONS TO THE 12 YEAR SINGLE-SHIFT WARRANTY:

Category	Years Under Warranty					
	1	2	3	5	10	Lifetime
ANCILLARY AND WORK SPACE						
All drawer glide suspensions						X
All locking mechanisms						X
Base height adjustable mechanism				X		
Casters, Glides, Control Mechanisms and Pneumatic Cylinders						X
Foam, Mesh Material				X		
WORK CHAIRS	1	2	3	5	10	Lifetime
Foam, Mesh Material				X		
Work Chairs with heavy duty upgrades					X	
CAROLINA	1	2	3	5	10	Lifetime
Foam, Mesh Material				X		
Recliner components, sleeper chair mechanisms and accessories				X		
Recliner mechanisms					X	
Three Position Recliner & wall saver mechanisms				X		
OTHER	1	2	3	5	10	Lifetime
Electrical components/Power Supplies	X					
Remote control projection screen		X				
Task Lights			X			

Warranty does not cover:

- Natural variations in color, grain, or texture of wood, leather and other textiles over which OFS and Carolina has no control.
- Normal aging and wear of of textiles, filling materials and finishes are exempted from this warranty.
- Textile color matching, textile puddling, fastness of colors or wearing qualities of any material.
- Slight differences in textile color due to supplier dye lot differences on large orders or on repeat orders placed at later dates from the original order.
- Labor and service not covered under warranty.
- Customer's Own Material (COM/COV/COL) is not covered by the textiles warranty. Any warranty claims for these upholstery materials will fall to the original vendor of the textile. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering.
- OFS or Carolina products or components attached in some manner to any other manufacturer's products or components (i.e. OFS conference tops to another manufacturer's base).
- Damage caused by a transportation company.
- Damage created by loading file drawers with anything other than hanging files.
- Freight or other shipping charges on returned product or parts, labor and service.



TEXTILES

OFS and Carolina will evaluate the textile to determine its possible use on our furniture, but this does not warrant or guarantee the performance of the textile. OFS and Carolina warrants the workmanship (cutting, sewing, upholstery fit) of textiles to perform under normal aging and wear when cared for according to cleaning and maintenance guidelines provided by the textile supplier/manufacturer. With a broad spectrum of harsh cleaning agents used by facilities, it is recommended that the owner test each textile selection with their specific cleaning methods before ordering. If any textiles exhibit deterioration, delamination or other failure not associated with the application to OFS or Carolina products or due to cleaning methods, OFS and Carolina will not be responsible for costs associated with recovering or replacement. Textiles on products with a heavy duty upgrade must exceed 100,000 double rubs for the textile workmanship portion of the warranty to apply.

PRODUCT DESIGN & DISCONTINUED PRODUCTS

OFS and Carolina reserves the right to make alterations in design and construction or discontinue products without prior notice. If items are discontinued, OFS and Carolina reserves the right to repair or replace defective components with equivalent components, if available.

LIMITATION OF LIABILITY

Except as otherwise provided, OFS and Carolina make no other warranties, expressed or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

Under no circumstances, including but not limited to breach of contract, breach of warranty or negligence, shall OFS and Carolina be liable for lost profits, loss of goodwill, stored data, general, special, consequential or exemplary damages, even if OFS and Carolina had notice of these damages or they were foreseeable. OFS and Carolina shall not be liable for consequential or incidental damages arising from any product defect. OFS and Carolina shall not be responsible for verifying Dealer's or customer's description of needs, data, or the fitness for a particular purpose of goods. OFS and Carolina liability in all cases shall be limited to repair or replacement of the defective parts, or the purchase price of the product. Damages resulting from user modifications, attachments to a product, misuse, abuse, alteration, negligent use, accidents, improper or lack of maintenance and damage in transportation are not covered under this warranty.

This warranty is applicable only to those products actually manufactured by OFS and Carolina. On product furnished by OFS and Carolina, but with components or equipment manufactured by others, including, but not limited to, foam, mechanisms, casters and textiles, the written warranty, if any, of the manufacturer is assigned to the purchaser.

POSSESSION OF THE PRICE LIST DOES NOT CONSTITUTE AN OFFER TO SELL. WE RESERVE THE RIGHT TO MODIFY PRODUCTS, PRICES OR DISCONTINUE ITEMS WITHOUT PRIOR NOTIFICATION.

ORDERING INFORMATION

All orders should be placed with:

OFS

P.O. Box 100
Huntingburg, IN 47542
800-521-5381 Fax 812-683-7256
order_entry@ofs.com

Carolina

P.O. Box 4398
Archdale, NC 27263
800-763-0212 Fax 336-431-9400
oenc@ofs.com

ORDER MUST INCLUDE

- Company name, address, telephone and fax number
- Contact person
- Authorized signature
- Purchase order number
- Sold to address & ship to address
- Order date
- Requested ship date
- Complete style number
- Fabric/Vinyl/Leather grade, vendor, pattern and color
- Correct Net Dealer pricing
- Any special instructions
- CDA (if applicable)

NOTE: A customer drawing or sketch of the planned configuration in modular applications will facilitate order processing.

PRICES

All prices herein are list prices including delivery to one destination, effective with the date printed on the cover, and supersede all other published price lists. US List Prices are domestic prices only for shipment within the Continental United States. Prices are subject to change without notice, unless quoted in writing. Possession of the price list does not constitute authority to sell or offer for sale OFS and Carolina products.

CREDIT CARD PAYMENTS

OFS and Carolina accept Visa, MasterCard, Discover and American Express. All methods of payments are subject to a 2% processing fee or the State's Lawful Amount for the total invoice when paying online, fax or over the phone.

Note: Discounts are not allowed if paid by credit card.

ACKNOWLEDGMENTS

Orders are acknowledged upon receipt of credit approval. Your acknowledgment is a detailed description of items, prices, shipping information and shipping date. Please read your acknowledgment closely and notify OFS and Carolina immediately of any discrepancies. OFS and Carolina are not responsible for errors on orders placed by phone without written confirmation.



AVAILABILITY

OFS and Carolina are committed to the fastest possible shipment of all products. All other items are available within our normal manufacturing schedule. For information on stock availability, call our customer service hotline 800.521.5381 for OFS and 800.763.0212 for Carolina.

Note: Planned shipping dates may be delayed due to fires, strikes, natural disasters or other causes beyond our control.

QUANTITY ORDERS

Contact your OFS or Carolina Customer Service Representative to verify inventory and production schedules to ensure requested shipment date prior to placing large quantity orders.

DELIVERY AND FREIGHT CHARGES

All shipments are F.O.B. point of shipment, freight prepaid and allowed, excluding fuel surcharges. Shipments outside of the Continental United States are freight prepaid and allowed to port of exit. OFS and Carolina reserve the right to select the most appropriate carrier and routing on all shipments; however, we will try to accommodate requests for your preferred carrier. OFS and Carolina reserve the right to implement a fuel surcharge. Orders of less than \$1500 net will be assessed a handling charge of \$100 net per order. Any charges arising from failure to receive a shipment, rerouting while in transit or carrier storage charges are not included in prices shown. Orders requiring special services are subject to an additional charge.

These services include:

- Reconsignment from original destination to new destination. **\$35 plus \$3.00 per mile net**
- Refused/Returned Freight
 - Freight refused at destination and returned to OFS or Carolina **Double Freight**
 - Freight refused at time of delivery; returned to OFS or Carolina to deliver at a later date **Triple Freight**
- Detention Fees (after 2 hours of waiting) **\$85 net per hour**
- Weekend delivery available Friday after 3:00 p.m. through Sunday night or Holiday **\$600 net per truck**
- Customer Pickup
 - Customer Request for 3rd party to pick up freight at OFS or Carolina terminal **\$125 net**
- Change of Tags/Address/Phone #'s on Shipments **\$35 net**

SPECIAL ORDERS

The OFS and Carolina lines of office furniture are among the most complete in the industry. However, should a particular need arise requiring size modification or customization, contact your Customer Service Representative for a price quotation. Because of the uniqueness of the product, special orders are not subject to cancellation.

CANCELLATION AND ORDER CHANGES

All orders accepted by OFS and Carolina are considered firm and binding and are not subject to cancellation.

WAREHOUSE STORAGE CHARGES

If a shipment is held beyond fourteen (14) calendar days after the order is ready for shipment at your request, a .067% per day (2% per month) storage charge will be assessed. The effective date will be fourteen (14) calendar days after the order is ready for shipment, as long as this date is after the acknowledged ship date. Further, the prices applied to the order will be those prices in effect at time of shipment.

EXTENDED PRODUCTION AND SHIP DATES

Orders placed with OFS and Carolina with extended lead times as requested by you will be subject to price in effect at time of shipment.

DAMAGED MERCHANDISE AND FREIGHT CLAIMS

1. Inspect all cartons for damage and carton quantity. All shipments are delivered to the transportation company in good condition; OFS' and Carolina's liability ceases at this time. Do not refuse merchandise damaged in transit. Instead, enter a claim with the transportation company
2. Record damages and/or shortages on the bill of lading and freight bill. Do not accept the shipment until all shortages are noted on both the bill of lading and the freight bill. Sign only for the items you receive. If you give the delivering carrier a clear receipt for a shipment, the carrier is relieved of further responsibility.
3. If concealed damage is found: Notify the delivering carrier at once and request an inspection. For shipments via Styline Logistics, notify your OFS or Carolina Customer Service Representative. This must be done within fifteen (15) calendar days of delivery. Without this inspection the transportation company will not entertain a claim for loss or damage. If the carrier will not perform the inspection, you should prepare an affidavit that you contacted the carrier, noting the time and date, and that the carrier failed to comply with your request. All shipping cartons and inner packing must be retained for carrier inspection. Do not move the damaged merchandise from the receiving location. It must also be retained for the inspection.



RETURN OF MERCHANDISE

OFS or Carolina will not accept returned merchandise without a signed Return Authorization (RA) issued by our Customer Service Department. All returned merchandise must be properly packaged and cartoned to prevent further damage. Carton must be clearly marked with identifying RA number so that proper credit can be issued. We will consider issuing RAs for the following reasons:

- Manufacturing defect (must be inspected by a OFS or Carolina Sales Representative)
- OFS or Carolina order processing error
- Shipping error
- Duplicate shipments
- Mismarked cartons

All merchandise must be returned within thirty (30) days of the date of the RA to receive credit. Freight damage, signs of usage, missing parts, etc. will be adjusted on the amount of credit to be issued.

REPAIR CHARGES

Reimbursement from OFS or Carolina for repairs must have prior approval.

FINISH



The patented Euroluxe® finish is a chemically re-engineered Urethane clear coat that preserves the beautiful depth and clarity of OFS and Carolina finishes, but allows for much greater performance with chemical and scratch resistance, as well as the complete elimination of dangerous formaldehyde emissions. The Euroluxe® finish system achieves indoor air quality standards set by LEED and BIFMA furniture emission standards and allows all products to achieve SCS Global Services' Indoor Advantage Gold Certification.

CUSTOM FINISH COLOR

Custom finish matching is available for special requirements. OFS and Carolina must be provided with a suitable 8" x 10" or larger finish sample. However, custom finishes can be developed to meet specific needs. There will be a \$300 net upcharge per order for new custom finishes (waived on projects of \$100,000 net price or more). Custom finish upcharge for repeat or additional orders will be \$150 per order, even when the upcharge was waived on the original project. Custom finish matches are valid for 12 months from sample date. After this time period, custom finishes must be rematched and reapproved for use.

FINISH DISCLAIMER

Some desktop accessories with plastic feet can penetrate or burn the finish. This is not a defect in the finish. Wood is a natural product and minor variations in wood color, grain and texture may be visible even though the pieces are finished at the same time. Also, light finishes when exposed to ultraviolet rays may darken and change color. These are not defects in finish, and merchandise cannot be replaced because of these natural variations.

BIFMA AND ANSI TESTING

OFS and Carolina are members of the Business and Institutional Furniture Manufacturer's Association. Tests developed by BIFMA and approved by the American National Standards Institute (ANSI) determine the strength and durability of casegoods and seating in its everyday use. Although this testing does not serve as a warranty or guarantee, OFS and Carolina products within this price list generally meet or exceed applicable BIFMA and ANSI standards.

MODIFICATION PRICING

Modifications must be clearly designated on customer's purchase order by placing the letters MOD and modification # in front of the model number and noting the modification needed.

Example: MOD#2-4-9622MCT-LC2-EW-G1-G1 with top cut down to 94" wide

Contact your Customer Service Representative for upcharge on drawer configuration changes for traditional casegoods series.

GLIDES

OFS and Carolina utilizes different types of glides in our seating and occasional tables construction, ie; non-marring, non-skid glides, adjustable glides, plastic glides, etc. The type of glide used in a product depends on the products design and typical application. Due to varying flooring materials and our inability to test on all flooring types, **OFS and Carolina assumes no responsibility for floors damaged by glides. For questions regarding glides, or to request specific glides contact Customer Service.**

FABRIC PUDDLING

The content of certain fabrics makes these fabrics susceptible to puddling and wrinkling over which OFS and Carolina have no control. Slight changes in weather and humidity can affect these fabrics. OFS and Carolina will not assume responsibility when this happens.



FABRIC COLOR MATCHING

OFS and Carolina do not guarantee and will not assume responsibility for the fastness of colors or wearing qualities of any material. Because of industry dye lot variations, colors may not match exactly. Any adjustments made will depend upon the fabric manufacturers willingness to stand behind their product.

CUT YARDAGE FABRICS

Cut yardage from any OFS and Carolina Textile partner may be purchased through OFS and Carolina. Contact Customer Service for cut yardage pricing.

DIRECTIONAL FABRICS

Directional fabrics such as plaids, stripes and certain patterns may not meet your expectations due to certain sewing patterns, tufting and contoured shapes of certain styles and models. When required we will upholster to customer specifications but such orders are not subject to return. If you have a question or concern about one of these fabrics, please contact your Customer Service Representative and submit a fabric sample for approval prior to placing an order.

FABRIC APPLICATION

OFS and Carolina will match all fabrics that require matching such as plaids, stripes, or prints. Unless otherwise noted on the customer's purchase order, OFS and Carolina will apply textiles to upholstered items in the manner which we deem to be most appealing. OFS and Carolina take no responsibility for the direction in which textiles are applied unless the desired direction is notes on the customer purchase order. OFS and Carolina reserve the right to reject textiles we deem unsuitable for application on our products.

GUARANTEE

Although every effort is made to select covering materials for wearability as well as appeal, we CANNOT guarantee covers for wearability or colorfastness. We can extend only that guarantee which the supplier extends to us.

FIRE RETARDANT PRODUCTS

California Technical Bulletin 117-2013: All OFS and Carolina upholstered seating products and the resilient filling materials used in the upholstered seating products meet or exceed the requirements of the State of California, Department of Consumer Affairs, Technical Bulletin 117-2013. Compliance with these requirements is indicated by the label attached to the seat bottom.

Flame Retardant Chemicals: All standard OFS and Carolina upholstered seating products are offered with components, as identified in TB117-2013, that are free of flame retardant chemicals. All OFS and Carolina upholstered seating products will indicate Flame Retardant chemical composition in accordance to the labeling requirements of California Senate Bill 1019.

California Technical Bulletin 133: Cal TB 133 is a flammability test for seating products used in public spaces. The testing procedure for Cal TB 133 requires the burning of an entire product since the test is a composite test and not a component test. OFS and Carolina have pretested and certified many different chair styles and upholsteries. If Cal TB 133 certification is required, a burn test may need to be completed with a specific model and upholstery combination. Contact Customer Service for Cal TB 133 approval, pricing and lead times.

OFS and Carolina can not be held liable if purchase order does not indicate a requirement for Cal TB 133 compliance.

Boston Fire Code: Please contact OFS or Carolina Customer Service if compliance is required.

TEXTILES

OFS and Carolina offer an extensive program of graded-in textiles including fabrics, leathers, vinyls, polyurethanes and Cryptons® from the industry's finest sources. While our binders may not include cards from every supplier, we do maintain programs with the following:

NOTE: For a list of current OFS and Carolina grades visit the textiles section of the OFS and Carolina websites at: ofs.com and carolina.ofs.com

FABRIC PARTNERS

- **ARC-COM**
www.arc-com.com
- **ARCHITEX**
www.architex-ljh.com
- **CAMIRA**
www.camirafabrics.com
- **CARNEGIE**
www.carnegiefabrics.com
- **HELVETIA LEATHER**
www.helvetialeather.com
- **DESIGNTEX**
www.designtex.com

- **GREEN HIDES**
www.greenhides.com
- **MAHARAM**
www.maharam.com
- **MAYER FABRICS**
www.mayerfabrics.com
- **MOMENTUM**
www.themomgroup.com
- **SPRADLING INTERNATIONAL, INC.**
www.spradlingvinyl.com

- **STINSON**
www.cfstinson.com
- **ULTRAFABRICS**
www.ultrafabricsllc.com



COM/ (CUSTOMER'S OWN MATERIAL) & GRADED-IN TEXTILE POLICY

OFS and Carolina will evaluate the fabric to determine if it is possible to use this type of fabric on our furniture, but this does not warrant or determine the performance of the fabric. Any warranty claims for these upholstery materials will fall to the original vendor of the fabric, not OFS or Carolina. With a broad spectrum of harsh cleaning agents used by facilities, OFS and Carolina recommend that the owner test each fabric selection with their specific cleaning methods before ordering

COM/COL ORDERING INSTRUCTIONS

All COM and COL materials must be submitted to OFS and Carolina for preliminary approval prior to shipment of fabric or leather. Approval signifies only that such materials can be applied to the products for which they are intended. Such approval does not constitute any responsibility nor any warranty on the part of OFS or Carolina as to the appearance, behavior or durability of the COM or COL.

1. Send 4" x 4" swatch for approval to: **OFS, Attn: Customer Service, 1204 East 6th St., Huntingburg, IN 47542 or Carolina, Attn: Customer Service, 1264 Jacekson Lake Rd., High Point, NC, 27263**
2. Send a swatch along with the order to: **OFS, Attn: Customer Service, 1204 East 6th St., Huntingburg, IN 47542 or Carolina, Attn: Customer Service, 1264 Jacekson Lake Rd., High Point, NC, 27263**

This sample is used to verify that the correct fabric is received. It is not used for application approval.

3. Specify the COM or COL supplier's company name, pattern, color and number.
4. The COM or COL supplier must include the dealer name and purchase order number on all packing lists.
5. Include application instructions for striped, plaid, patterned or unusually designed fabrics (i.e. direction of stripes) and which face to use on reversible fabrics.
6. Ship COM or COL material prepaid to: **OFS Plant 3, Attn: COM Department, 1008 North Chestnut Street, Huntingburg, IN 47542 Carolina, 533 Archdale Blvd., Archdale, NC, 27263**

COM and COL orders will be scheduled for production only upon receipt of production yardage. In the absence of a representative sample sent with the purchase order or application instructions, OFS and Carolina will apply the fabric in what it determines to be the best manner and cannot be held responsible after upholstering. **Excess COM/COL materials will be discarded at the discretion of OFS and Carolina unless otherwise instructed by the customer at the time the order is placed.**

COM YARDAGE REQUIREMENTS (RAILROADED FABRICS)

Yardage requirements listed in our price list are based on 54" wide. We can take no responsibility for tailoring, wearability or application of COM covers. OFS and Carolina will not be held responsible for receipt of defective fabrics, as we apply all COM as first quality goods. At no additional charge, OFS and Carolina will pre-approve any COM at the customer's request. The additional yardages are based on 54" wide goods. Please contact Customer Service if goods are less than 54" wide. Though every effort has been made to estimate excess yardage required for stripes and matches, OFS and Carolina takes NO responsibility where additional materials must be ordered..

Repeat	Railroad (RR)	Right Way (RW)	2-Way
1/4"-5"	Add 10%	Add 15%	Add 15%
6"-9"	Add 15%	Add 18%	Add 20%
10"-13"	Add 20%	Add 25%	Add 30%
14"-20"	Add 25%	Add 30%	Add 35%
21"-27"	Add 30%	Add 35%	Add 40%
28"-34"	Add 35%	Add 40%	Add 45%

Repeats larger than 19", fabrics less than 54" wide or fabrics requiring matching (stripes, plaids, prints, large patterns) will require additional yardage based on the fabric used and the item ordered. COM must be a single cut piece. Multiple pieces will require more yardage. A swatch showing one full repeat must be sent for yardage requirement instructions for these special circumstances.

COM APPLICATION

All COM fabrics are cut according to the fabric pattern at the discretion of OFS and Carolina unless otherwise directed by the customer.



COM FIRE RETARDANT PRODUCTS

OFS and Carolina assume no responsibility for the fire retardancy of any COM/COL. Customers are solely responsible for making sure that their COM/COL complies with all applicable codes and regulations.

COL (CUSTOMER'S OWN LEATHER)

COL requirements are based on an average hide size of 50-55 square feet. Please consult the sales office for requirements on sizes different from this. All square footage requirements are based on usable footage. The shape of the hide and the usable footage may make it necessary for us to request more leather after your COL is received. Please note that leather is a natural product and variation in texture is a pleasing quality belonging exclusively to high grade, full top grain leathers. Due to the variation in thickness of leather, OFS and Carolina recommends sending a 4" x 4" swatch for approval. OFS and Carolina approval signifies only that such materials can be applied to the products for which they are intended. Such approval does not constitute any responsibility nor any warranty on the part of OFS and Carolina as to the appearance, behavior or durability of the COL. **Note: Calf hide requirements will vary based on the chair model selected. Please contact the sales office for pattern adaptability confirmation and square footage requirements prior to placing an order.**



ALL STANDARD EUROLUXE® VENEERS

CHERRY

- MOCHA [MMC]
- MOLASSES [QEC]
- SIENNA [MLC]

WALNUT

- BURNISHED [BUW]
- DESERT [DST]
- EBONY [EBY]
- PORT [MVW]
- ROOT [MNV]
- TOFFEE [MGW]

MAPLE

- BLONDE [MBM]
- HONEY [MHM]

OAK

- LINEN [MRO]
- OSLO [OSL]
- PECAN [PCO]
- STEEL [MGO]

STUDIO VENEERS (10%)

- ARABICA [C2Q]
- SILVER GREY [SVC]
- WHEAT [C2P]

PAINTS

- BLACK [BLK]
- IRON [IRN]
- WHITE [WHT]

STUDIO PAINTS (10%)

Only on Select Products

- BLUSH [BLUS]
- CIDER [CIDR]
- DIJON [DIJO]
- FALLOW [FALO]
- FERN [FERN]
- MIDNIGHT [MDNT]
- PINE [PINE]
- TUNDRA [TUND]

ALL WOODGRAIN LAMINATES

P = HPL 2 = TFL 3 = 3DL

CHERRY

- COGNAC [MGP | VM2 | VM3]
- MOCHA [CMP | MC2 | MC3]
- MOLASSES [QEP | QE2 | QE3]
- SIENNA [CHP | LC2 | LC3]

WALNUT

- BURNISHED [BUP | BU2 | BU3]
- DESERT [DSP | DS2 | DS3]
- KODIAK [KDP | KD2 | KD3]
- PORT [VMP]
- ROOT [NWP | NW2 | NW3]
- TOFFEE [MEP | EN2 | EN3]

MAPLE

- BLONDE [BEP | BE2 | BE3]
- HONEY [HNP | MH2 | MH3]
- OCHRE [TMP | LM2 | LM3]

OAK

- LINEN [COP | CO2 | CO3]
- PECAN [PCP | PC2 | PC3]
- QUARRY [QRP | QR2]
- STEEL [STP | ST2 | ST3]

TEXTURED LAMINATES (10%)

- NATURAL CHAMPAGNE [NGP | NG2 | NG3]
- NATURAL STEAMWASH [NHP | NH2 | NH3]

FELT/VINYL PARTNERS

(Surround/Canopy/Media Wall)

- **ARC-COM**
Hush (felt) - Grade 6
- **CAMIRA**
Aquarius (felt) - Grade 4
Blazer (felt) - Grade 5
Synergy (felt) - Grade 6
- **DESIGNTEX**
Heather 3473 (felt) - Grade 8
- **MAHARAM**
Apt (polyurethane) - Grade 8
Divina (felt) - Grade 9
Divina MD (felt) - Grade 9
Divina Melange (felt) - Grade 9
Hero (felt) - Grade 7
- **MOMENTUM**
Felt (felt) - Grade 9
Felt Melange (felt) - Grade 9
- **SPRADLING INTERNATIONAL, INC.**
Silvertex (vinyl) - Grade 4
Whisper (vinyl) - Grade 3
- **STINSON**
Dakota (polyurethane) - Grade 4
Outlander (felt) - Grade 4
Ardent (vinyl) - Grade 3

NOTE: Vinyls or Polyurethanes are not available on the Canopy

SOLID COLOR LAMINATES

- BLACK [BLP | BL2 | BL3]
- FROSTY WHITE [FWP | FW2 | FW3]
- GREY [GRP | GR2 | GR3]
- PURE WHITE [RWP | RW2 | RW3]
- SLATE GREY [SGP | SG2]

METAL POWDER COAT COLORS

- BONE WHITE [BWT]
- BUFF [BUFF]
- CHALK [CHLK]
- GOLD [SGLD]
- GRAPHITE [GRPH]
- LUSTER GREY [MSL]
- OILED BRONZE [HIP]
- ONYX [BKO]
- POLAR [POLR]
- SOFT BRONZE [SBRZ]
- WARM GREY [HIF]

SOLID SURFACE

- CAMEO WHITE [CWS]
- CONCRETE [CSS]
- DEEP MINK [DMS]
- MODERN WHITE [MWS]

STUDIO POWDER COAT (10%)

Only on Select Products

- CADET [CADT]
- CLOVER [CLOV]
- GOLDENROD [GLDN]
- HERON [HERN]
- LATTE [LATT]
- MOSS [MOSS]
- RUSSET [RUSS]
- SUNSET [SUNS]

FABRIC PARTNERS

- **ARC-COM**
www.arc-com.com
- **ARCHITEX**
www.architex-ljh.com
- **CAMIRA**
www.camirafabrics.com
- **CARNEGIE**
www.carnegiefabrics.com
- **DESIGNTEX**
www.designtex.com
- **GREEN HIDES**
www.greenhides.com
- **HELVETIA LEATHER**
www.helvetialeather.com
- **MAHARAM**
www.maharam.com
- **MAYER FABRICS**
www.mayerfabrics.com
- **MOMENTUM**
www.themomgroup.com
- **SPRADLING INTERNATIONAL, INC.**
www.spradlingvinyl.com
- **STINSON**
www.cfstinson.com
- **ULTRAFABRICS**
www.ultrafabricsllc.com



10734-60	Limber Maple	4886-38	Pearl Soapstone
10745-60	Fonthill Pear	4887-38	Tan Soapstone
10776-60	Kensington Maple	4888-38	Rustic Slate
1500-60	Grey	4904-38	Desert Springs
1503-60	Putty	4905-38	Spicewood Springs
1530-60	Beige	4907-38	Deep Springs
1531-60	Light Beige	4909-60	Ginseng Tea
1570-60	White	4911-38	Soft Gold Mesh
1572-60	Antique White	4912-38	Gilded Mesh
1573-60	Frosty White	4913-60	Eggplant
1595-60	Black	4915-60	Tangerine
1787-60	Oxide	4918-60	Sprout
2932-60	Almond Leather	4919-60	Blue Agave
4142-60	Grey Glace	4924-38	White Carrara
4143-60	Neutral Glace	4929-38	Bordeaux Juparana
4166-60	Pampas	4931-38	White Juparana
4168-60	Grey Pampas	4932-38	Golden Juparana
4170-60	Beige Pampas	7054-60	Wild Cherry
4621-60	White Nebula	7061-60	Natural Pear
4623-60	Graphite Nebula	7806-60	Bannister Oak
4630-60	Cloud Nebula	7816-60	Solar Oak
4633-60	Natural Nebula	7850-60	Beigewood
4651-60	Navy Legacy	7909-60	Fusion Maple
4656-60	Bronze Legacy	7911-60	Manitoba Maple
4663-60	Tawny Legacy	7921-38	Tuscan Walnut
4667-60	Green Tigris	7925-38	Monticello Maple
4669-60	Natural Tigris	7928-38	Castle Oak
4674-60	Evening Tigris	7929-38	Huntington Maple
4745-60	Maroochy Brush	7937-38	River Cherry
4746-60	Woolamai Brush	7938-38	New Age Oak
4762-60	Mystique Dawn	7946-38	Brazilwood
4779-60	Pewter Brush	7953-38	Harvest Maple
4783-60	White Tigris	7954-38	Natural Rift
4794-60	Windswept Bronze	D14-60	Port
4795-60	Windswept Pewter	D25-60	Atlantis
4796-60	Burnished Chestnut	D30-60	Natural Almond
4810-60	Titanium EV	D307-60	Hollyberry
4811-60	Silicon EV	D315-60	Platinum
4813-60	Nickel EV	D321-60	Brittany Blue
4814-60	Tungsten EV	D327-60	Pepperdust
4820-60	Carbon EV	D354-60	Designer White
4823-60	Antique Brush	D379-60	Indigo
4835-38	Tumbled Roca	D381-60	Fashion Grey
4841-60	Desert Zephyr	D403-60	White Sand
4842-60	Canyon Zephyr	D417-60	Lapis Blue
4843-60	Misted Zephyr	D431-60	Alabaster
4844-60	Loden Zephyr	D495-60	Coffee Bean
4845-60	Twilight Zephyr	D50-60	Khaki Brown
4846-60	Morro Zephyr	D90-60	North Sea
4856-60	Cloud Zephyr	D91-60	Slate Grey
4857-60	Shadow Zephyr	D92-60	Dove Grey
4859-60	Spiced Zephyr	D96-60	Shadow
4869-60	Western White		
4871-60	Western Suede		
4876-38	Sheer Mesh		
4877-38	Grey Mesh		
4878-38	Pewter Mesh		
4879-38	Steel Mesh		
4880-38	Carbon Mesh		
4882-38	Oiled Soapstone		
4883-38	Sable Soapstone		
4885-38	Green Soapstone		

**THE FOLLOWING WILSONART
STANDARD PATTERN HPL'S
ARE AVAILABLE AT STANDARD
LIST PRICES WITH EXTENDED
LEAD TIMES.**

1572-38	Antique White
1573-38	Frosty White
4550-60	Granite
4551-60	Blackstar Granite
4552-60	Ebony Star
4595-60	Bahia Granite
4724-60	Milano Amber
4725-60	Milano Brown
4726-60	Milano Quartz
4781-60	Sunstone
4835-60	Tumbled Roca
4860-38	Silver Alchemy
4861-38	Gold Alchemy
7039-38	Windsor Mahogany
7039-60	Windsor Mahogany
7040-60	Figured Mahogany
7054-38	Wild Cherry
7110-60	Montana Walnut
7122-38	Empire Mahogany
7122-60	Empire Mahogany
7209-60	Nepal Teak
7885-60	English Oak
7919-38	Amber Cherry
7919-60	Amber Cherry
7921-60	Tuscan Walnut
7922-38	Brighton Walnut
7922-60	Brighton Walnut
7923-60	Versailles Anigre
7924-38	Biltmore Cherry
7924-60	Biltmore Cherry
7925-60	Monticello Maple
7928-60	Castle Oak
7929-60	Huntington Maple
7933-60	Cafelle
7935-60	Shaker Cherry
7936-60	Williamsburg Cherry
7937-60	River Cherry
7938-60	New Age Oak
7939-38	Blond Echo
7941-38	Tan Echo
7942-38	Cocobala
7943-38	Colombian Walnut
7944-38	Madagascar
7945-38	Xanadu
7947-38	Rio
7948-38	Mambo
7949-38	Asian Night
7951-38	Asian Sun
7952-38	Asian Sand
7957-38	Zanzibar
7959-38	Hampton Walnut
7960-38	Studio Teak
7962-38	Aloe
D12-60	Regimental Red
D26-60	Persian Blue
D315-38	Platinum



LOCKING INFORMATION

Factory Installed Locks are always keyed alike with key number 345T.

SPECIFIC KEY OPTIONS

Requirements for specific key options by office must be specified on the purchase order at the time the order is placed. Model Numbers with specific key options will specify "NO LOCK CORE" on the acknowledgment. A separate line item will be listed on the acknowledgment as "LOCK CORE SET." Specific lock cores and keys will be sent separately (see Field Installation below).

KEYLESS CABINET LOCKING SYSTEM

Keyless cabinet locking system uses radio frequency technology. One transmitter pad can operate single or multiple receiver latches. The locking system operates with separate and programmable user and supervisor codes. Optional modes are available for manual locking, self locking or single use locking of drawers and doors. Please contact your Customer Service Representative for applicability and for a price quotation.

FIELD INSTALLATION

Blank lock cores are installed at factory, allowing specific lock numbers to be ordered but shipped in a separate package for field installation. Lock Core Order Form (see page K) must be filled out and submitted with the purchase order. Lock core/key numbers 100 through 150 are available.

For quantity of locks per unit, please visit ofs.com and select Resources > Forms & Guides > Lock Core Guide.

RE-KEYING IN THE FIELD

Lock cores and keys can be purchased separately. The purchase order must specify quantity, key number(s) and color of the core (available in nickel, brass or black). Key numbers above number 150 are not stocked and may require a 3-week lead time. Orders ship standard UPS ground. Please note: A lock core change tool must be ordered for lock cores that will be re-keyed in the field.

ITEM

- Lock Core and Key **\$19 list**
- Lock Core Change Tool **\$29 list**
- Master Key **\$29 list**

ALL ITEMS ARE NON-RETURNABLE.



WOOD CARE

Careful craftsmanship combined with our Euroluxe finish makes your new OFS wood furniture incredibly durable, and with proper care your furniture will provide beauty and convenience for years.

All OFS products undergo rigid color-match procedures to ensure the best in color consistency.

- Dust frequently using a soft, damp, clean cloth, wiping with the grain.
- Remove liquid spills immediately, using a blotting rather than wiping motion.
- To clean, use a glass cleaner formulated with ammonia. Apply a small amount to a soft dry cloth and wipe in the direction of the grain. Dry with a soft cloth. Do not use furniture polish containing oil or silicone.
- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.

LAMINATE CARE

- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.
- Dust frequently with a soft, damp, clean cloth or mild detergent solution. Avoid using chemical or abrasive cleaning compounds.
- To avoid build up of cleaning agents, rinse the laminate surface with warm water and wipe with a clean damp cloth.

SEATING CARE

- Dust exposed wood parts frequently using a soft, damp, clean cloth, wiping with the grain.
- To clean wood, use a glass cleaner formulated with ammonia. Apply a small amount to a soft dry cloth and wipe in the direction of the grain. Dry with a soft cloth. Do not use furniture polish containing oil or silicone.
- To clean leather and vinyl upholstery, use a warm, damp cloth to restore a bright finish. For stubborn stains, use a moisturizing soap. Remove lather with a damp cloth, but do not rinse. Buff with a dry cloth.
- For fabric upholstery, use a damp cloth to wipe up spills. For tougher stains, contact your local OFS dealer for cleaning instructions.
- Avoid prolonged exposure to direct sunlight, high humidity, extreme heat or cold and moisture.
- The components of your OFS chair, such as controls, casters and understructure, require “common sense” care and cleaning as necessary.
- Activate chair mechanisms periodically to ensure proper function of moving parts.

CORIAN SOLID SURFACE CARE

- Washing with soap and water is usually sufficient to remove surface dirt or stains.
- Ammonia based liquid cleaner (not window cleaner) may also be used. Always rinse surface thoroughly and wipe dry.
- Drying is an important step, preventing a build-up of soap film or cleaning residue, which can create the appearance of light scratches over time.
- Stubborn soap film or cleaning residue build-up in Corian® is easily removed with abrasive cleanser and a white Scotch-Brite® pad or a sponge.
- For darker colors, a polish may be used to enhance the shine. For areas where there may be food contact, always use a polish formulated for food contact areas, such as Countertop Magic®. Where food contact is not a possibility, a simple furniture polish may be used. Always follow the manufacturer’s instructions for using the polish and for safety concerns.



PLEASE REFERENCE OUR QUICKSHIP PRICEBOOK FOR A COMPLETE LISTING OF AVAILABLE PRODUCT OFFERED ON OUR QUICKSHIP PROGRAM.



euroluxe®

The patented **Euroluxe® finish** is a chemically re-engineered Urethane clear coat that preserves the depth and clarity of OFS and Carolina finishes and achieves SCS Global Services' Indoor Advantage Gold Certification.



All OFS and Carolina products have achieved **SCS Indoor Advantage Gold Certification** from SCS Global Services. Indoor Advantage Gold certification is SCS Global Services' highest level of indoor air quality performance for furniture. The certification assures that furniture products support a healthy indoor environment by meeting strict chemical emission limits for volatile organic compounds (VOCs). To be certified, products must be tested by independent labs for compliance with the ANSI/BIFMA X7.1, and either ANSI/BIFMA e.3 or CDPH/EHLB Standard Method V1-1 for VOC emissions of concerns.



level® is the multi-attribute, sustainability standard and third-party certification program for the furniture industry. It has been created to deliver the most open and transparent means of evaluating and communicating the environmental and social impacts of furniture products in the built environment. Taking into account a company's social actions, energy usage, material selection and human and ecosystem health impacts, level addresses how a product is sustainable from multiple perspectives. With level, customers can make informed choices about commercial furniture that exceed single attribute ecocertifications. The level brand identifies that a product has been vetted by an independent third party certifier and its numeric marking 1, 2, or 3 indicates what threshold of certification it has achieved. Manufacturers—big and small—now have a methodology to present the environmental characteristics in a clear, easily understood manner with a vernacular that gives end users the ability to make an “apples to apples” comparison.



SCS Global Services [**SCS**] has been providing global leadership in third-party quality, environmental and sustainability verification, certification, auditing, testing, and standards development for three decades. Its programs span a cross-section of industries, recognizing achievements in green building, product manufacturing, food and agriculture, forestry, power generation retail, and more. SCS is accredited to provide services under a wide range of nationally and internationally recognized certification programs. Consistent with its mission, SCS is a chartered benefit corporation and Certified B Corp™, reflecting its commitment to socially and environmentally responsible business practices.



The FSC® standards [**Forest Stewardship Council®**] represent the world's strongest system for guiding forest management toward sustainable outcomes. us.fsc.org FSC certified products are manufactured with material that comes from managed forests that are traceable from the time the logs are cut to the time the final project is installed and are recorded by way of a COC or chain of custody claim on all invoices. The demand for certified forest products has grown significantly in recent years. OFS' and Carolina goal to act as a responsible steward of the environment encouraged us to pursue our FSC Chain of Custody [COC] certification which would provide our customers (Dealer, A&D Community and End-users) the added reassurance they've done their part to be earth friendly in their product purchase and enable them to substantiate the LEED [**Leadership in Energy and Environmental Design**] Materials & Resources Credits for certified wood, in which the intent is to encourage environmentally responsible forest management. FSC certification is optional on many, but not all, OFS' and Carolina product lines. Please contact OFS or Carolina Customer Service for information in regards to which of our product lines are available as FSC certified, and what the necessary procedures are for ordering FSC certified products from OFS and Carolina.



OFS' and Carolina company-owned transportation company, Styline Logistics, is **SmartWay**-certified. SmartWay is one of U.S Environmental Protection Agency's [**EPA**] clean air programs that uses voluntary, rather than regulatory methods, to achieve air quality benefits. SmartWay's focus is in the transportation sector, and encompasses products and services associated with fuel-consuming engines.



The "**Premium Indiana Forest Products**" brand tells everyone that there is an abundant, sustainable supply of the finest Indiana hardwoods to meet consumer demand. It also tells them that Indiana's forests are well-managed, legally-harvested and environmentally responsible. The logo is reflective of the wood itself. Indiana hardwoods display a depth that defies imagination.



mod#	modification detail	list price
1. MOD#1	Standard OFS Hardware Pulls	\$25 Each
2. MOD#2	All Modular Top, End Panel, and Back Panel Cut Downs	\$100
3. MOD#3	Move or Add Grommets (customer to specify location)	\$70 Each
4. MOD#4	Reinforced Drawers - factory installed metal support bars. (Available on lateral files and on 16"D file drawers) <i>Applicable on filing in most casegoods 24"D or under. Contact Customer Service or Specials Costing for applicability on other items.</i>	Per \$30 Drawer
5. MOD#5	Fabric Tackboards (any size reduction or an increase in height up to 6")	\$50
6. MOD#6	Contemporary - BBF to FF	No Upcharge
7. MOD#7	Contemporary - FF to BBF	No Upcharge
8. MOD#8	Wire Access Cutout in Back Panel (4" x 4") - Available on Bridges, Returns, Credenzas, & Corner Units. Cannot be located closer than 3" from any edge. For units with Signature Band, top clearance is 6". (customer to specify location)	No Upcharge
9. MOD#9	Wire Access Cutout in Back Panel (12" x 12") - Available on Bridges, Returns, Credenzas, & Corner Units. Cannot be located closer than 3" from any edge. For units with Signature Band, top clearance is 6". (customer to specify location)	No Upcharge
10. MOD#10	Locking (non-electronic) for wood or laminate doors only. Per individual storage section (no vertical divider).	\$150
11. MOD#11	Seating with 2 Different Fabrics Two Same Grade Fabrics = Next Higher Grade Two Different Grade Fabrics = Higher of the Two Three Different Grade Fabrics = Highest of the Three <i>(Note: Contrasting welt only available in a single fabric. Two-toned welt is not available.) (two-tone diagram required from customer at time of ordering - contact customer service)</i>	
12. MOD#12	Plywood Drawers	\$50 Each
13. MOD#13	Venting Slots (customer to specify location)	\$75
14. MOD#14	All Bullets or P Tables Removal of Modesty Panel	No Upcharge
15. MOD#15	Highback or Wallmount Organizers Removal of Doors	No Upcharge
16. MOD#16	Laser Logo Burn In	ONE TIME SET UP FEE NET \$125 + NET \$20 Each
17. MOD#17	Wire Access Door in Back Panel (18" x 15") Left Hinge - Available on Bridges, Returns, Credenzas, & Corner Units. Top clearance is 3". (customer to specify location)	\$445 Each
18. MOD#18	Set of 4 Casters - Available on some Pedestals	\$55
19. MOD#19	Full Wood Panel Set of Doors on Bookcase 72" Tall and under	\$800
20. MOD#20	Full Wood Panel Set of Doors on Bookcase 30" Tall and under	\$375
22. MOD#22	Casegood Units Cutdown — TFL, HPL and Veneer Width Only (cannot affect drawer size, glass or metal items)	15% Upcharge
23. MOD#23	Increase Worksurface or Top Depth from 48"D - 59.5"D — TFL, HPL and Veneer Only Excludes 3D Laminate Tops <i>(Note: larger tops may require proportionately larger bases and support)</i>	35% Upcharge
24. MOD#24	Specify Built Up TFL Units Only in Two Color Options Must Indicate Specific Laminate Placement <i>(drawing recommended)</i>	No Upcharge

Liability Clause:

This pricing structure represents the more commonly requested product modifications. Although these modifications can be applied to the vast majority of products listed in our price books, some modifications cannot be applied to products with non-standard design features. Please contact your Customer Service Representative if you require assistance.

How to Order:

Example

Qty	MOD#	Model Number	Modification Detail	Options	Price
1	MOD#2	4-9622MCT	cut down to 94" wide	LC2 - EW - G1 - G1	\$509 + \$100 = \$609



1-800-328-3020

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SPACES

PRODUCTS

ABOUT US

MAYLINE



WARRANTY STATEMENT

Please Note: Mayline®—Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

Our warranty pledges excellence in the quality of our products. It helps protect our customers' investments and extends our continuing dedication to our customers after their initial investment.

LIMITED LIFETIME WARRANTY

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

LIABILITY LIMITATIONS

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

One Year: Mogo Seat

Three Years: Outdoor Products (Entourage™, Evos™, Canmeleon™ and CoGo™ Product Lines), High Density 4-Post wire shelving and wire components, and electrical components.

Five Years: Glides, casters, polymer-based components, seating upholstery (fabrics and leather), foam, armrests, chrome seating components, user-adjustable work surface mechanisms, laminates, veneer finishes and other covering materials, drawer glides, electrical components, e5™ product line, Event Series, cabinets or mobile systems, components that are either moving parts or controls (guides that are in contact with moving parts), and motors on the ML-Series, E-Series, and LT-Series Height-Adjustable Tables.

Seven Years: Motor on XR-Series Height-Adjustable Tables.

Ten Years: Seating controls and cylinders, Rumba™, Cha-Cha™, Electric Height-Adjustable Table series laminates, and wood seating components. All parts (excluding motor) on the XR, ML, E and LT-Series Height-Adjustable Tables.

WARRANTY SUBJECT TO EXCLUSIONS

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

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and

reserves the right to review and address product distribution matters separately.

- Normal wear and tear.
- Product negligence: A product is not considered defective due to misuse or improper installation. Safco products must be installed, used and maintained in accordance with product instructions and warnings.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.

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

SEATING USAGE

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

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)
- 24-Hour High Performance Chair (2424AG)

WARRANTY PROCEDURES

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

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

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

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

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

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or

representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

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

Dealers Only

Services

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Company

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Proposed Goods and

KI	http://www.ki.com/	Education Furniture
Allsteel	http://www.allsteeloffice.com/	Casegoods, Seating, Tables, Filing
HON	https://www.hon.com/	Casegoods, Seating, Tables, Filing
Global	https://www.globalfurnituregroup.com/us/	Casegoods, Seating, Tables, Filing
Jasper Group Brands	http://www.jsifurniture.com/	Casegoods, Seating, Tables
OFS Brands	http://ofsbrands.com/	Casegoods, Seating, Tables
Indiana	http://www.indianafurniture.com/	Casegoods, Seating, Tables
Humanscale	https://www.humanscale.com	Ergonomic Solutions
Safco	http://www.safcoproducts.com/	Storage, Waste Receptacles, Tables, Chairs