

FEDERAL SUPPLY SERVICE

MAS – Furniture & Furnishings – Miscellaneous Furniture

GSA Contract Number: GS-27F-0021P

Modification No: PS-A812 Effective: 02/12/2020

Contract Period: March 10, 2019 through March 9, 2024

Business Size: Small

LELAND INTERNATIONAL

Attention: Amanda Strickler

5695 Eagle Drive SE

Grand Rapids, Michigan 49512

616-975-9260

mstrickler@lelandinternational.com

Contractor Administrator: Amanda Strickler

For Assistance and Ordering Information, please refer to the following URLs: On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA *Advantage!*[®], a menu-driven database system. The INTERNET address *GSA Advantage!*[®] is: GSAAdvantage.gov.

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at fss.gsa.gov.

CUSTOMER INFORMATION

Awarded special items/lowest unit price. Table of awarded special item number(s):

SIN 33712 – Complete Daycare, Preschool and Classroom Solutions
 SIN 337127CFSB – Cafeteria and Food Service Furniture (SBSA)
 SIN 33721 - Office Furniture
 SIN 33721T - Training Room, Auditorium and Theater Furniture
 SIN OLM – Order Level Materials

Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded.

SIN 33712 - \$230
 SIN 337127CFSB - \$105
 SIN 33721 - \$6
 SIN 33721T - \$258

Maximum Order Limit (All SINS): \$250,000

Minimum Order: \$100

Geographic coverage (delivery area): 48 contiguous states. All other shipments via US government conveyance and designated US port of departure.

Point of Production: Grand Rapids, Michigan

Quantity Discount: 3% additional from GSA Net Price for orders over 350 units.

Prompt Payment Terms: 1% Net 20 days. Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

Notification whether Government Credit Card Information:

Accepted below micropurchase threshold: Yes
 Accepted above micropurchase threshold: Yes

Foreign Items: None.

Time of Delivery: 30–45 days after receipt of order.
 Expedited Delivery: N/A
 Overnight and Second Day Delivery: N/A
 Urgent Requirements: N/A

CUSTOMER INFORMATION, CONT.

FOB Point: Grand Rapids, Michigan

Ordering Address:
 LELAND INTERNATIONAL
 5695 Eagle Drive SE
 Grand Rapids, Michigan 49512

For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPS's are found in the Federal Acquisition Regulation 9FAR) 8.405-3.

Payment Address:
 LELAND INTERNATIONAL
 5695 Eagle Drive SE
 Grand Rapids, Michigan 49512

Warranty Provisions: Limited Warranty as noted Leland International's September 2012 GSA Price List

Export Packing Charges: N/A

Terms and Conditions of Government Purchase Card Acceptance (any thresholds above the micropurchase level): No additional discount.

Terms and Conditions of Rental, Maintenance and Repair: N/A

Terms and Conditions of Installation: N/A

Terms and Conditions of Repair Parts (indicating date of parts price list and any discounts from list price): N/A

Terms and Conditions other services: N/A

List of Service and Distribution Points: N/A

List of Participating Dealers: Furnished upon request.

Preventive Maintenance: N/A

Environmental Attributes: N/A

508 Compliance: N/A

Data Universal Number Systems (DUNS Number): 809650674

Notification regarding Registration in System for Award Management (SAM): Registered.

ORDERS

All orders must be submitted in writing either by fax or e-mail. Specify each item by its product code and the corresponding model description, finish, upholstery and options offered in the pricelist. If the customer's current product order must match a previous order, Leland International must be notified. A sample product from the original order must be submitted at the expense of the customer to assure uniformity of finish and construction. Orders with missing or incorrect information such as model, finish, color, pricing, etc. will be scheduled upon receipt of correct and complete information.

Leland products are specified for and installed in a variety of end user applications. It is the responsibility of the purchasing party to understand the end user's intent and purchase products appropriate for that application. Leland takes no responsibility for incorrect specifications. Acceptance and fulfillment of any purchase order does not imply that the product is suitable for a certain application. Leland will only warranty products that have been installed in applications for which they were designed.

If multiple delivery schedules are required, the customer must submit separate purchase orders for each delivery date.

ACKNOWLEDGEMENT

Orders are only accepted by issuance of our formal acknowledgment. It is the purchaser's responsibility to check acknowledgements and invoices for accuracy. If there is any discrepancy, the customer must notify Leland International within 72 hours. Failure to notify Leland International within this time period will constitute acceptance of the order as acknowledged, and our acknowledgment is final and binding.

All acknowledgments will contain an estimated ship date. If for some reason the furniture must not ship earlier than the estimated ship date, please specify a "Do not ship before date" in your purchase order. We are not responsible for delays in scheduling or failure to make scheduled ship date due to strikes, lockouts or other labor complications, war, riots, Acts of God, fires, accidents, restraints affecting shipment or credit, reduced supply or excessive cost of fuel or raw material, delays from suppliers, compliance with government regulations or other unforeseen contingencies.

WOOD FINISHES

Wood finishes can be light sensitive; therefore, care should be taken to avoid placing chairs in areas exposed to intense natural light. Due to variations common to all wood species, the color and grain characteristics of the finish samples may not exactly match that of the finished product. Custom finishes must meet factory approval and are subject to a \$100.00 minimum net mixing charge. Please allow up to three weeks to prepare the custom wood finish match sample. Orders will be rescheduled for production if custom finish match approval is not received two (2) weeks prior to the original ship date. Due to limitations of the raw materials and the natural background color of wood, not all colors can be successfully reproduced. The suitability of a color for custom finish matching cannot always be determined beforehand. This is especially true in the case of custom colors submitted on non-wood products. If we are unable to produce a commercial match to your custom color, you will be notified at the earliest possible date, and no charge will be levied.

LAMINATES

The following laminates with the manufacturers noted are considered to be standard and are usually in stock.

FORMICA*

<http://www.formica.com/trade/laminate/swatches/>

or call 800.367.6422

- Select solid colors, wood grains or patterns
- Select number/name
- Select standard finishes
- Laminates with -58 (matte finish) are standard

WILSONART*

<http://www.wilsonartcontract.com/pattern-availability/>

or call 800.433.3222

- Select laminate finish,
- Select Leland standard finish -38 (fine velvet texture) or -60 (matte)

NEVAMAR*

http://www.nevamar.com/nevamar/pages_nevamar/nevamar_colors.html

or call 800.638.4380

- Select solids, woodgrains or abstracts
- Order standard finish N (suede)

PIONITE*

http://www.pionite.com/pionite/pages_pionite/pionite_colors.html

or call 800.746.6483

- Select colors
- Order standard finish N (suede)

Leland tables may be ordered with any laminate recommended for application on horizontal surfaces. For table pricing and lead times using laminates not listed, please contact Leland's Customer Experience Department.

CUSTOMER'S OWN MATERIAL (COM)

Leland International reserves the right of preliminary approval of all COM, prior to order acceptance. Even after such preliminary approval, Leland International reserves the right to reject COM if, upon physical inspection of the COM, it proves unacceptable for use on Leland International products. When this occurs, the customer will be notified in writing with an explanation of the problem. A written release from the customer will be required for the order to be processed.

It is recommended that all COM fabric be tested for compatibility with Leland's products prior to sending COM to Leland for application. Please contact Customer Experience to request the COM Approval Form with instructions for COM submittal.

Choosing not to have COM fabric tested for compatibility may result in the COM being rejected at the expense of the customer.

Leland International cannot assume responsibility for durability, appearance or other qualities of customer's own material on the finished product and does not give any warranty with respect to COM. At Leland International's discretion, additional yardage, labor charges, or handling surcharges may be required as a condition of COM acceptance. COM delivered to Leland International without proper identification may be refused, and Leland International shall have no responsibility for loss or any other claims. Excess fabric will not be returned unless specifically requested in writing.

Please contact the Leland Customer Experience Department for yardage requirements on all COM fabrics which are patterned or narrower than 54 inches wide.

Orders using COM may be rescheduled if the COM has not been received two (2) weeks prior to the original ship date. Every effort will be made to avoid a delay and to complete the customer's order within the standard lead time.

All shipments of COM to Leland International must be sent prepaid. COM should be sent to:

LELAND INTERNATIONAL
5695 Eagle Drive SE
Grand Rapids, Michigan 49512

COM packages must include the following information:

- Name of customer
- Purchase order number to which the material is to be applied and Leland Sales Order, if known.

Purchase orders specifying COM must include the following:

- Indicate which side of the fabric is to be exposed (manufacturer's implied face will be used if no side is indicated by the customer).
- If fabric is a stripe or pattern, specify vertical or horizontal upholstered application (fabric will be applied off the bolt if no direction is indicated by the customer).
- COM suppliers' name, fabric number and quantities of pieces to which the material is to be applied.

CALIFORNIA TECHNICAL BULLETIN 133 [TB 133]

TB 133 is a full scale fire performance test of complete articles of seating furniture. Some Leland International products in combination with a variety of upholstery fabrics have been tested and are in compliance with TB 133. Test documentation is available upon request. If you wish to specify Leland products that have not been tested for compliance with TB 133 please consult Leland Customer Experience Department for TB 133 testing cost information.

In order for Leland products to comply with TB 133 the foam must be protected with a fireblocker or a special fire retardant foam must be used. For those products that must comply with TB 133 there will be a net charge per chair for fire blocker laminating or fire retardant foam. Please contact Leland International for a CAL 133 quotation on all seating.

Since TB 133 tests furniture and not components, there are no TB 133 approved fabrics. Fabrics comprised solely or in any combination of the following fibers are more likely to be suitable components for chairs that must comply with TB 133.

Acrylic	Nylon
Vinyl	Animal Hairs
Polyester	Virgin Wool
Cordura	Rayon
Viscose	Cotton
SEF Modacrylic	Wool
Leather	Silk
Worsted Wool	Modacrylic
Spun Nylon	Mohair
Trevira	

PRICES

All prices are NET prices F.O.B. our factory in Grand Rapids, Michigan 49512. Our pricing includes packing and corrugated cartoning for common carrier shipments. List prices do not include freight, storage, taxes or additional packaging required for certain carriers and are subject to change without notice.

DAMAGE CLAIMS

All Leland International products are thoroughly inspected prior to shipment from our factory and packed to comply with carrier requirements. Customers must carefully inspect all items upon arrival and note any damage on the delivery receipt. Phrasing such as "Subject to Inspection" does not constitute a note of damage and will not be accepted as grounds for honoring a freight claim. A written claim must be filed within 15 days of receipt with the carrier if any obvious or subsequent concealed damage is discovered and still does not guarantee the honoring of freight claim. Caution: When a clear receipt is obtained by a carrier, Leland International, nor the carrier, are any longer responsible for damages or shortages. Processing claims for damage and shortages are the responsibility of the buyer unless otherwise specified in writing by Leland International. At no time can claims be deducted from our invoices.

PRODUCT DISCREPANCY

Errors in products including color, size, other variations, or missing components must be reported to Leland International within thirty (30) days of delivery. Failure by the purchaser to report any product inaccuracies within thirty (30) days of delivery shall constitute acceptance of the product.

MISCELLANEOUS

All costs for furniture installation, removal from service and reinstallation due to damage claims, partial shipments, shipping errors or warranty claims is the responsibility of the customer. Leland International will not be liable for costs associated with any of the above conditions.

Sizes and weights are considered to be approximate. Leland International reserves the right to make changes in design and construction or discontinue products without notice. Due to conditions beyond our control all wood products, fabrics and vinyls are subject to variations in color, texture and grain.

Price list specifications supersede all other specifications whether verbal or written, and may not be altered without the written consent of an officer of Leland International. All clerical errors on any agreement, publication, correspondence, price list, or product literature pieces are subject to correction at any time.

MAINTENANCE

Since chairs and tables are installed and used under a variety of conditions, users must make inspections no less than every six months to look for damage or signs of structural fatigue incurred in daily handling, use and abuse. Examinations must include welds, machine screw assemblies and the shell to base fasteners. If problems are discovered that could compromise the structural safety of a chair, it should be immediately removed from service and Leland International should be

notified. Coats and other articles should not be hung on the back of chairs. This practice may cause chairs to be unstable. Chairs are not designed to be placed seat down on table surfaces. Chairs stored in this manner are unstable. The shock of chairs falling from table tops may compromise the structural integrity of the shell/base attachment.

WARRANTY

All merchandise is manufactured in accordance with our high industrial and design standards and is warranted to be free from defects of material and workmanship for a period of (5) five years from the date of delivery or placement in storage. This warranty covers goods under normal use and is in service under conditions for which the merchandise is designed. Leland International considers normal use to be (5) five days per week (8) eight hours per day. Extended use (multiple shifts, 24 hour facilities, etc) will reduce this warranty to (2) two years. We offer

no warranty on chair upholstery materials, plastic laminate table surfaces and operating components other than those expressed by the manufacturer of those components.

Our obligation during this warranty period is limited to repair or replacement at our option. This warranty becomes null and void on any goods repaired or altered by any person not so authorized by Leland International or any merchandise which has been subject to misuse, improper storage, including placing chairs seat down

on tables, negligence, or accident. We make no other warranties either expressed or implied as to any matter whatsoever, including without limitation, the condition of the merchandise, its merchantability, or its fitness for any particular user or purpose.

All claims will be processed by the Customer Experience Department. All returns must be authorized in writing. Merchandise authorized for return and subsequent repair or replacement merchandise shall be removed from service. All shipping, packaging, and installation charges shall be at the expense of the customer. Since furniture is installed and used under a variety of conditions, users are required to make inspections every six months to look for damage or signs of structural fatigue incurred in daily handling, use, or abuse. Inspections must include, but are not limited to, the tightening of bolts and fasteners, and the lubrication of mechanisms. Failure to properly maintain Leland products will void this warranty.

Leland International will not be liable for loss of time, inconvenience, commercial loss, or incidental or consequential damages that may result from a warranty claim.