

# TIPS VENDOR AGREEMENT

Between School Outfitters 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 charges 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](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](mailto: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](mailto: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](mailto: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](mailto:bids@tips-usa.com)

### Insurance Requirements

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$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](mailto:tipspo@tips-usa.com). Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility

# TIPS Vendor Agreement Signature Form

RFP 200301 Furniture, Furnishings and Services

Company Name School Outfitters

Address 3736 Regent Ave.

City Cincinnati State OH Zip 45212

Phone 800-260-2776 Fax 800-494-1036

Email of Authorized Representative contracts@schooloutfitters.com

Name of Authorized Representative Michelle Fisher

Title Sales Manager

Signature of Authorized Representative Michelle Fisher

Date 4-9-2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 5/27/2020



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.

## **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

### School Outfitters

### 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](mailto:bids@tips-usa.com)

## School Outfitters Information

Address: 3736 Regent Ave  
Cincinnati, OH 45212  
Phone: (800) 260-2776  
Fax: (800) 494-1036  
Toll Free: (800) 260-2776

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

Queenie Takougang

Signature

Submitted at 4/16/2020 1:11:44 PM

contracts@schooloutfitters.com

Email

## Requested Attachments

### Vendor Agreement

TIPS Vendor Agreement.pdf

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

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

Vendor Agreement Signature Form.pdf

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

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

### Pricing Spreadsheet #1

200301 Pricing\_form\_1.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

200301 Pricing\_form\_2.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### References

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.pdf

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**

Warranties.pdf

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

DO NOT UPLOAD encrypted or password protected files.

## **Supplementary**

Supplementary.pdf

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

DO NOT UPLOAD encrypted or password protected files.

## **All Other Certificates**

*No response*

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

DO NOT UPLOAD encrypted or password protected files.

## **Logo and Other Company Marks**

SO\_Logo.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**

*No response*

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

## **Disclosure of Lobbying Activities Standard Form LLL**

*No response*

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

## **Confidentiality Form**

Confidentiality Form.pdf

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

## **Response Attachments**

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### **Additional Details.pdf**

Additional Details

### **Authorization letters.pdf**

Authorization Letters

## 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.

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.

No

### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

Yes

### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

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.)

School Outfitters has been selling School and Office Furniture, Supplies and Equipment online since 1998. We know purchasing school furniture isn't always easy. But with us, it is. We have the expert customer service and comprehensive catalog of school furniture and equipment to prove it. We have everything your school needs – from school chairs, headphones and bulletin boards to laptop storage carts, soft seating and activity tables. Plus, four exclusive brands – Learniture, Egghead, Norwood and Sprogs – with products and prices you won't find anywhere else.

We want to make your furniture and equipment project a perfectly positive experience. That's why our learning space experts handle every step of the order process for you, no matter your project's budget or size. Don't have the time (or care) to research classroom furniture, design your space or coordinate delivery and installation? We've got you covered. If you're ready to build a better classroom, give our experts a call at 1-800-260-2776. We can't wait to show you how simple it can be.

### 6 Primary Contact Name

Primary Contact Name

Contracts Department

### 7 Primary Contact Title

Primary Contact Title

Contracts Department



8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8004941036"/>
11	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Queenie Takougang"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="National Contracts Specialist"/>
14	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
15	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
16	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
17	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

18	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Contracts Department"/>
19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Sales Department"/>
22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="sales@schooloutfitters.com"/>
23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
24	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.schooloutfitters.com"/>
25	<b>Federal ID Number:</b> Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="61-1341943"/>
26	<b>Primary Address</b> Primary Address <input type="text" value="3736 Regent Ave"/>
27	<b>Primary Address City</b> Primary Address City <input type="text" value="Cincinnati"/>
28	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input type="text" value="Ohio"/>



29

**Primary Address Zip**

Primary Address Zip

45212

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.)

learniture, norwood, sprogs, school, outfitters, education, 21st century, furniture, office, classroom, pedagogy, makerspace, stem, steam, cafeteria, early learning, collaborative, cafe, common area, preschool, outdoor, av, library, media center,

31

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

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

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

Yes

32

**Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

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

No

33

**Company Residence (City)**

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

Cincinnati

34

**Company Residence (State)**

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

Ohio

3  
5**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%.

3  
6**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.

3  
7**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.

3  
8**Yes - No**

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

3  
9**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](mailto: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?

**5 8 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Yes

**5 9 Certification Regarding Lobbying**

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

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

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

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

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

I HAVE NOT Lobbied per above

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

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

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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

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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



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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?

Yes

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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?

Yes, I Agree

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### Remedies Explanation of No Answer

No response

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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?

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### 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?

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### Infringement(s) Explanation of No Answer

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### 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.

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## 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?

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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

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

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.

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## **Texas Government Code 2270 Verification Form**

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

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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)

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7**Solicitation Deviation/Compliance**

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

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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.

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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.



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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

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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

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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

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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](mailto: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](mailto: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 within 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.

[illegible]

TIPS RFP # 200301

### **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.

School Outfitters

**Name of company**

Michelle Fisher - Sales Manager

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

3736 Regent Ave.

Cincinnati

Ohio

45212

800-260-2776

**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

4-9-2020



## QUALITY GUARANTEE

At Children's Factory, we believe in a safe and creative play environment for our children. To keep that vision alive through future generations, we are taking steps to ensure a quality product is being made in a quality work environment. We promise to always make our products as safe, functional and affordable as possible.

## WARRANTY

Children's Factory, LLC warrants that all its products will be free of defects and materials in workmanship. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. For products purchased domestically, Children's Factory may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. For products shipping to Canada and internationally, the cost of the product will be credited back to the dealer and replacement goods can be purchased with the next order.

**EXCEPT FOR THIS EXPRESS WARRANTY, CHILDREN'S FACTORY, LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PRODUCTS COVERED BY THIS AGREEMENT OR ANY AGREEMENT WITH CUSTOMER INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR MERCHANTABILITY, OR AGAINST INFRINGEMENT, CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST CHILDREN'S FACTORY FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR EXPENSE CAUSED BY THE PRODUCT.**

To aid in processing the warranty claim, Dealer will provide proof of defect either as images or actual product. Proof of purchase including copy of purchase order and law tags / labels or date dials from the product. In addition, the original purchase order detail for the items in question is required when submitting a warranty claim. Once all information has been received for the investigation a credit will be issued or the replacement order will ship in a timely manner.

<b>WHAT WARRANTY COVERS</b>	Bean Bag Filler	flattened shredded foam filling only
	Costumes	torn seams or unraveled hems
	Cots	cracked or broken ends, torn mesh bed
	Cover Materials	cracking, tearing, unraveling or split seams
	Cribs	cracked or broken
	Cubbies/Bins	cracked or broken
	Dolls/Puppets	split seams
	Metal parts	bent, broken or rusted
	Mirrors	scratched or broken
	Plastic Chairs	cracked or broken
	PlayPanels®	cracked tubes or missing parts
	Sound Sponge® Quiet Divider®	torn fabric
	Table Legs	bent or broken
	trikes and scooters	scratched upon delivery or rusted
	Wood Furniture	cracked or broken

<b>EXCLUDED FROM WARRANTY</b>	Bean Bag Filler	polystyrene beans
	Casters	
	Product Damage	due to improper use or cut by sharp object when package opened by customer
	Upholstery Materials	damaged due to sun/rain or other weather-related exposure

<b>WARRANTY PERIOD</b>		
Active Play	ClassicRider® Trikes	5 years
	Covered Foam-Filled Products	2 years
	Helmets	1 year
	MyRider® Trikes & Bikes	5 years
	Ride-Ons	2 years
	RuggedRider® Trikes	5 years
	SilverRider® Trikes, Wagons & Scooters	5 years
	Taxi Trike	5 years
	Traffic Signs	3 years
Arts & Crafts	Mobile Drying Rack	1 year
	Smocks & Splash Mats	2 years



Classroom Furnishings	Assembled Birch	lifetime against manufacturing defects
	BaseLine® Tables & Chairs	5 years
	Bean Bags (excluding polystyrene beans)	1 year
	Educational Rugs	lifetime against manufacturing defects
	Mirrors	2 years
	MyPosture™ Chairs	10 years
	MyValue™ Table & Chair Sets	5 years
	NaturalWood™ Tables & Chairs	5 years
	Pillows	2 years
	Play Carpets	2 years
	PlayPanels®	2 years
	Sound Sponge® Quiet Dividers®	3 years
	Sound Sponge® Quiet Dividers® Accessories	1 year
	Value Line™ Birch Furniture	lifetime against manufacturing defects
	Value Line™ Furniture	lifetime against manufacturing defects
	Value Stack™ Chairs	lifetime against manufacturing defects
	Value Tables	5 years
Dramatic Play	Costumes	2 years
	Dolls & Puppets	2 years
	Mailbox	3 years
	My Mail Bag Set	1 year
Indoor/Outdoor Play	Activity Cart & Cover	1 year
	Ball Cart & Cover	1 year
	Basketball Stand & Ball Return	2 years
	Kidfetti™	2 years
	Molded Products	2 years
	Sand & Water Tables	2 years
	Science Exploration Table	5 years

Literacy	Technology Tables	lifetime against manufacturing defects
Manual Dexterity	Manual Dexterity	2 years
Nursery	Changing Table - Wood	5 years
	Changing Table Pad	1 year
	Cribs, Crib Drawers & Evacuation Frame	5 years
	Deluxe Glider Rocker	3 years
	Deluxe Glider Rocker Replacement Cushions	1 year
	Feeding Chair	1 year
	Replacement Crib Mattress	1 year
Rest Time	Angels Rest® Blankets & Cot Sheets	1 year
	Cot Activity Panels	3 years
	Cot Activity Table Tops	3 years
	Cot Name Clips	1 year
	Germ-Free Rest Mats	3 years
	Infection Control® Rest Mats	3 years
	Mobile Rest Mat Storage	1 year
	No-Fold Rest Mats	2 years
	Non-Folding Germ-Free Rest Mats	3 years
	Organic Blankets, Cot Sheets & Crib Sheets	1 year
	Rest Mat Sheets	2 years
	SpaceLine™ Cots	10 years
	Super Rest Mat 2"	4 years
	Universal Cot Carrier	3 years
	Value Line™ Cot Sheets	1 year
	Value Line™ Cots	10 years
Storage Solutions	Plastic Storage	2 years
	Storage Trays	1 year
Transportation	Bye Bye Buggy®, Canopy, Infant Seat	3 years
	Bye-Bye® Buggy/Bus Cover	1 year
	Bye-Bye® Bus, Canopy	3 years
	Bye-Bye® Stroller Rain Cover	1 year
	Runabout®	3 years
	Runabout® Stroller Cover	1 year
	SureStop™ Bye-Bye® Stroller	3 years





# ANOVA® Warranty

## Finish Warranties

**Fusion Advantage™ finish:** seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship

**Powder coated finish:** three-year warranty against rusting, peeling, chipping, cracking, mold, mildew and defects in materials and/or workmanship; Seven year warranty against fading

**Galvanized finish:** seven-year warranty against rusting, peeling, chipping, cracking, mold, mildew, fading and defects in materials and/or workmanship

## Structural Warranties

**Metal components:** limited twenty-year structural warranty

**Galvanized components:** limited twenty-year structural warranty; compliant with ASTM A123

**Recycled plastic components:** limited twenty-year structural warranty that also covers splitting, fungal decay and insect damage

**Natural stone and rotomolded plastic components:** limited five-year structural warranty

**Thermory® components:** limited ten-year structural warranty

**Bamboo components:** limited ten-year structural warranty with annual maintenance

## Product Warranties

**Banners installed on Anova banner brackets:** three-year warranty

**Banners otherwise installed:** one-year warranty

**Styrene signs:** three-year warranty

## Warranty Stipulations

All warranties commence on the date the product is shipped.

Structural warranties are only valid if the product has been assembled and installed per the instruction provided with each shipment and item.

These warranties do not cover acts of misuse, abuse, accidents, lack of maintenance, vandalism or natural disasters.

Any alterations to the product after delivery will void these warranties.

Should any failure occur within these periods, Anova will correct the part or parts by repairing or replacing the defective parts to your satisfaction, at no cost to you.



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

November 8, 2011



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

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

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

*\* 13-year warranty does not apply to Intensive Plus™ seating, which carries a 5-year warranty.*

## LIMITED LIFETIME WARRANTY

Bush Industries promises to repair or replace any Bush brand 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 limitations, exclusions, and other provisions below. It applies to products manufactured after January 1, 2007.

### Limitations involving materials and components:

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

- Five Years – Glides, casters, polymer-based components, panel, upholstery fabrics, foam, laminates, veneer finishes, and other covering materials

### Exclusions:

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

- Normal wear and tear, which are to be expected over the course of ownership.
- Damage cause by the carrier in-transit, which will be handled under separate terms.
- Modifications or attachments to the product that are not approved by Bush Industries.
- Products that were not installed, used or maintained in accordance with product installations and warnings.
- Products used for rental purposes.
- Products used outdoors.

TO THE EXTENT PERMITTED BY LAW, BUSH INDUSTRIES MAKES NO OTHER WARRANTY, EITHER EXPRESS, STATUTORY OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IF BUSH INDUSTRIES CANNOT LAWFULLY DISCLAIM ANY STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE WARRANTY SPECIFIED FOR THE COVERED PRODUCT OR COMPONENT. BUSH INDUSTRIES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES.

### Notice to purchasers for home or personal use:

Federal law does not permit the exclusion of certain implied warranties for consumer products. Therefore, if you are purchasing this product for home or personal use, the exclusion of implied warranties noted in the above paragraph does not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty give you specific legal rights, and you may also have other rights which vary from state to state. This warranty applies only to products sold within the United States of America and the Commonwealth of Canada.

### To obtain service under this warranty:

Your Bush dealer is our mutual partner in supporting your warranty requests. By following the procedures outlined below, you can be assured of the best level of service.

1. Contact Bush Industries, Inc. within 30 days of discovery of the defect. Be prepared to affirm you are the original purchaser of the product and to provide the item number(s) from the product in question.
2. Bush Industries affirms that the product in question is eligible under the conditions of warranty stated above, the customer service representative or another representative of the Company will determine whether to provide replacement parts, authorize repairs, or replace the product

This warranty is intended to comply with the Magnuson Moss Warranty-Federal Trade Commission Improvements Act, and any provisions of this warranty or actions taken by Bush Industries pursuant to this warranty shall be construed in accordance with such Act.

Bush Industries, Inc.  
One Mason Drive  
Jamestown, NY 14702-0460

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**Bush**  
BUSINESS FURNITURE



## **10 YEAR COMMERCIAL WARRANTY**

All products marketed under the Bush Business Furniture brand are warranted to the original purchaser at the time of purchase and for a period of ten years thereafter.

We warrant to you, the original purchaser, that our commercial quality furniture and all its parts and components are free of defects in material or workmanship. "Defects," as used in this warranty, is defined as any imperfection which impairs the use of the furniture product.

Our warranty is expressly limited to the replacement of furniture parts and components. For ten years after the date of purchase, Bush Business Furniture will replace any parts that are defective in material or workmanship.

This warranty applies under conditions of normal use. Our Bush Business Furniture products are not intended for outdoor use. This warranty does not cover: 1) defects caused by improper assembly or disassembly; 2) defects occurring after purchase due to product modification; intentional damage, accident, misuse, abuse, negligence or exposure to the elements; and 3) labor or assembly costs.

IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, SHALL NOT EXTEND BEYOND THE DURATION OF THE WRITTEN WARRANTY STATED ABOVE, AND IN NO EVENT SHALL BUSH INDUSTRIES BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM USE OF THE PRODUCT. Some states do not allow a limitation on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you.

This warranty gives you specific legal rights. You may also have other rights that may vary from state to state.

Bush Industries, Inc.  
One Mason Drive  
Jamestown, NY 14702-0460

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All Rights Reserved







## • Cambro Warranty

- Cambro offers a 5 year pro-rated warranty against damage or defects found in excess to normal wear and tear on our Camtrays®, Camtread® trays and Dinnerware. Commercial Electrical Equipment models hold a one year warranty.

Non-skid Versa Camtrays, Tongs, Polycarbonate food storage pans, all high heat material products, squares, rounds and lids have a 2-year pro-rated warranty. Camshelving® and Camshelving Elements Series have a one year warranty on workmanship and a lifetime limited warranty against rust and corrosion, excluding mobile posts. For all other Cambro products, Cambro warrants to the original buyer a three-year pro-rated warranty unless otherwise noted. If product proves defective during this time, Cambro grants a pro-rated credit of the original price toward replacement product.

**The warranty applies on all Cambro products only when used under normal foodservice industry conditions.**

### LIMITED ORIGINAL COMMERCIAL ELECTRICAL EQUIPMENT WARRANTY

Cambro Manufacturing warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the date of shipment from authorized Cambro distribution locations.

This Warranty is subject to the following conditions and limitations:

1. This warranty is limited to product(s) sold by Cambro Manufacturing to the original user in the continental United States and Canada. For International Warranty Claims contact your local Cambro Representative.
2. The Liability of Cambro Manufacturing is limited to the repair or replacement of any part found to be defective. Parts and labor required for preventative maintenance or cleaning are not covered under this warranty.
3. Cambro Manufacturing will bear normal charges incurred in the repair or replacement of a warranted piece of equipment within 50 miles (80 kilometers) of an authorized service agency. Time and travel charges in excess of 50 miles (80 kilometers) will be the responsibility of the person or firm requesting the service. All labor to repair and/or service the warranted unit(s) shall be performed during regular working hours. Overtime premium will be charged to the buyer and is NOT covered by this warranty.
4. Charges incurred by delays or operating restrictions that hinder the service technician's ability to access or perform service to equipment in question are NOT covered by this warranty. This includes Institutional, Correctional, Military, and Marine facilities.
5. Cambro Manufacturing will bear no responsibility or liability for any product(s) which have been mishandled, abused, misapplied, misused, subjected to harsh chemical action, damaged by flood, fire, or other acts of nature, field modified by unauthorized personnel or which have altered or missing serial numbers.
6. Cambro Manufacturing does not recommend or authorize the use of any product(s) in a non-commercial application, including but not limited to residential use. The use or installation of any product(s) in non-commercial applications renders all warranties, express or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from use or installation of product(s) in any non-commercial setting.

7. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with the original installation are the responsibility of the dealer or installer and not that of Cambro Manufacturing. Improper installation includes, but is not limited to, use of inadequate electrical wiring and/or insufficient or improper voltage.

8. Replacement part(s) which are replaced in the field by Cambro authorized service technicians ONLY will be warranted for the duration of the equipment warranty or 90 days effective from date of installation, whichever is greater. This warranty is for part(s) cost only and does not include freight or labor charges.

9. This states the exclusive remedy against Cambro Manufacturing relating to the product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Cambro Manufacturing shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use of or performance, or for incidental, indirect, or special or consequential damages or for any other loss or cost of a similar type.

10. THIS WARRANTY AND THE REPRESENTATIONS AND TERMS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, INCLUDING BUT NOT LIMITED TO, OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE AND CONSTITUTES THE ONLY WARRANTY OF CAMBRO MANUFACTURING WITH RESPECT TO THE PRODUCT(S).

RETURN POLICY: Cambro Manufacturing products cannot be returned without prior written factory authorization (RMA). The restocking charge is 15% plus any costs required to recondition the equipment. No returns accepted after 90 days from date of invoice. Electrical components returned are subject to inspection prior to credit being issued. Electrical components which have been installed by an operator or non-approved service agent are not returnable for credit.



## Product Warranty

As the manufacturing company, we appreciate you choosing Copernicus. It is important to us that you are happy with your purchase. If you have ANY problems or questions, just give us a call and we will do our best to help you!

Sincerely,

A handwritten signature in black ink that reads "Kaylyn McCabe".

Kaylyn Belcourt-McCabe  
President

### No Smoke and Mirrors Limited Warranty

**About our Warranty** - Our products are designed to be used indoors, within a classroom setting. The instruction manual enclosed with your Copernicus product will outline the warranty period, recommended applications and guidelines for proper use. For your convenience, Warranty Registration is available online.

([www.copernicused.com/help/warranty](http://www.copernicused.com/help/warranty))

**What is covered under Warranty?** - Copernicus will ship replacement part(s) at no charge for missing or defective parts. Within 90 days of delivery, unpack and inspect all contents according to the parts list. Report any missing or damaged parts to our Customer Service department. Manufacturing defects should be reported to our Customer Solutions department with a description of the issue within the warranty time period.

(e: [info@copernicused.com](mailto:info@copernicused.com) / t: 1-800-267-8494)

**What is NOT covered under Warranty?** - Any damage due to improper installation, use, handling or storage is not covered. For installation and/or service on components or devices being used with our product (i.e.: Projectors or Interactive Boards, etc), contact the dealer you ordered from.

**How do I request Warranty parts?** - Please have your packing slip and if possible, assembly instructions available for reference when you call. If you do not have the original order information, we may request picture(s) of the item and or part(s) be emailed to us to verify item and parts. You assume responsibility for installation of replacement parts and any associated installation costs if applicable.

Copernicus Educational Products Inc.

Canada: 8194 County Rd 109, RR#3, Arthur, Ontario N0G 1A0

USA: P.O. Box 248, Buffalo, NY 14225

t: 1-800 267 8494 f: 519 848 5516 e: [info@copernicused.com](mailto:info@copernicused.com) w: [copernicused.com](http://copernicused.com)





P.O. Box 417, 300 S. Hancock, Charleston, AR 72933  
Ph: (479) 965-2247, (800) 654-8583, FAX: (479) 965-7069

## **CORRELL LIMITED WARRANTY**

**1/1/2012**

Correll products are warranted to the original purchaser to be free from defects in Material and Workmanship for the following period of time from date of purchase:

- 1 Year for all Melamine Tables and all Chairs
- 2 Years for CP-Series Tables
- 10 Years for R-Series Plastic Folding Tables
- 5 Years for all other products.

Your receipt will be required for proof of purchase date and eligibility for Warranty Service.

This Warranty does not apply to damage caused by normal wear, or by abuse, such as: outdoor use, overloading, dropping, improper handling or storage, or other accident or abuse. Customer is responsible for exercising reasonable care in handling and use of product.

Should Warranty Service become necessary, contact our Customer Service department at 800-654-8583, or [info@correllinc.com](mailto:info@correllinc.com), for a Return Authorization Number and shipping instructions. (NOTE: In many cases, Warranty Claims may be resolved with FREE replacement parts, without the necessity, expense, and inconvenience of returning the product.)

Products returned for Warranty Service must be shipped to Correll, freight prepaid at the expense of the party making the return. We will not accept collect shipments, or those which do not have a Return Authorization Number.

We will inspect properly returned products, and, if the product is determined to be defective in Material or Workmanship, we will, at our option, repair or replace the product and return it to you with no charge for material, labor, or return freight.

If the defect is determined to be other than Material or Workmanship, you will be notified of the cost of repairs and return freight before any further action is taken. If you choose not to have the product returned to you, or we do not have a response to our inquiry within 10 days, Correll may dispose of the product with no further obligation.

CORRELL HAS NO LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. Should a defect in Material or Workmanship be found, our sole liability, and your sole remedy, shall be repair or replacement of the product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. THE ABOVE WARRANTY IS IN LIEU OF ALL OTHERS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.





Cortech's 10 year warranty covers all manufacture defects.



## LIMITED WARRANTY

Edsal Manufacturing Company, Inc. products are guaranteed for a period of one (1) year from the date of purchase. The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective product or parts thereof by Edsal Manufacturing Company, Inc. or, at Edsal Manufacturing Company, Inc. option, refund of the purchase price upon return of the item to Edsal Manufacturing Company, Inc..

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Edsal Manufacturing Company, Inc., failure to abide by safety precautions prescribed by Edsal Manufacturing Company, Inc. or modification or repair by persons not authorized by Edsal Manufacturing Company, Inc..

**Edsal Manufacturing Company, Inc. makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.**

**EDSAL MANUFACTURING COMPANY, INC. LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.**

Buyer assumes all risk and liability resulting from the use of the product whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS.



# Flagship Carpets®

ENRICHING EDUCATION FROM THE FLOOR UP FOR OVER 40 YEARS

734 S. River Street, Calhoun, GA 30701

8 0 0 . 8 4 8 . 4 0 5 5

[www.flagshipcarpets.com](http://www.flagshipcarpets.com)

## Warranty on Rugs

**All rugs come with a useful life limited wear warranty.**

Flagship warrants that its rugs will lose no more than 20% of the yarn during the useful life of the rug commencing at the time of the purchase. Flagship warrants abrasive wear only. This warranty does not cover tears, burns, pulls, cuts, pilling, matting, or damage due to improper use or improper cleaning agents or methods, nor does it cover rugs on stairs or outside areas.

## Warranty on Serging

**Three month limited warranty for manufacturer defects only.**

Warranty on serging (yarn around the edges) of rugs: 100% of cost within three months; if the serging around the rug begins to fray (get fuzzy), use a lighter to melt the fraying back into the serging. If the yarn from the serging is completely exposed, cut the yarn close to the rug and then use a lighter. Warranty does not apply to improper maintenance or neglect.

## It is extremely important to follow the points listed below:

- Do not drag furniture across the serging, it will cause damage to the rug
- Do not allow children to pull the serging
- Please instruct the cleaning department to roll the rug up and set aside before cleaning the floor; any hard surface cleaning equipment will cause the serging to become damaged and will void all warranties

**Labor allowance:** we will not be responsible for any labor costs involved in any returns.

*Because of health concerns, all rugs returned for repair must be professionally steamed or hot water cleaned at customers expense; proof of cleaning will be required.*

**Re-stocking fee:** 20% re-stocking fee plus freight cost. Fees apply to those orders that were ordered in error by end user or distributor. For example, wrong color, size, and/or style. Flagship will not charge the 20% fee for exchanges.

**Time limitations on returns from date received:** 5 days.

**Returns on Items classified as seconds:** no returns or claims.





No returns on used carpet or rugs for any reason unless there is a warranty issue.

Determination of credit will not be determined until final inspection by Flagship Carpets.

## STANDING BEHIND OUR PRODUCTS

Quality and performance are hallmarks of our products. We guarantee all products will ship free from defects in material and workmanship. If any product fails to perform under normal use, Ghent will replace it. At the end of the day, we want our customers to say **“That’s Exactly What I Wanted!”**

Surfaces are guaranteed for varying terms depending on surface materials:

Years	Products
	<b>Glass Whiteboards:</b> <ul style="list-style-type: none"> <li>• Aria Low Profile Glassboards</li> <li>• Harmony Glassboards with Standoffs</li> </ul> <b>Porcelain Whiteboards:</b> <ul style="list-style-type: none"> <li>• M1 Porcelain Whiteboards</li> <li>• Impression Whiteboards</li> <li>• Image Trim Whiteboards</li> <li>• Proma Projection Whiteboards</li> </ul> <b>Acrylite™:</b> <ul style="list-style-type: none"> <li>• Simplicity Whiteboards</li> </ul>
	<b>Painted Steel:</b> <ul style="list-style-type: none"> <li>• M3 Painted Steel Whiteboards</li> <li>• Phantom Line Whiteboards</li> </ul>
	<b>Mobile Whiteboards:</b> <ul style="list-style-type: none"> <li>• Roam</li> <li>• Nexus</li> </ul> <b>LINK Powder Coated Steel Products</b> <b>Ghent Graphics Products</b> <b>Non-Magnetic:</b> <ul style="list-style-type: none"> <li>• M2 Whiteboards</li> <li>• Cintra Whiteboards</li> </ul> <b>Conference Cabinets</b> <b>Bulletin Boards</b> <b>Message Centers:</b> <ul style="list-style-type: none"> <li>• Enclosed Bulletin Boards</li> <li>• Letter boards</li> </ul>
	<b>Nexus Tablets</b> <b>Monthly Planners</b> <b>Display Rails</b> <b>Easels</b>





**GUIDECRAFT USA**

55508 State Hwy 19  
WINTHROP, MN 55396

Guidecraft products are under warranty for one (1) year from purchase against manufacturer's defects.

## FREIGHT POLICY

**FREIGHT CLASSES:** Starters, Adders, and Tables are class 85, Chairs are class 125, all set up bookcases are class 125.

**RETURNS:** Goods returned for credit or exchange will not be accepted unless we have previously authorized the return. Please call us before returning merchandise for any reason. There will be a 10% handling charge (\$35 list minimum) for items returned. "Special" order items cannot be returned for credit. Determination of "special" is at our discretion.

**CANCELLATIONS:** Cancellations cannot be accepted after one week subsequent to the date of acknowledgement.

### WHEN YOUR ORDER ARRIVES:

1. Inspect the arriving freight for damage. (We experience less than 1% damage on total shipments made.)
2. If there is damage, sign the bill of lading as such, **keep all packaging** and **call HALE Customer Service at 800-873-4253.**
3. We'll help you with your claim through our contracted carrier unless you have specified a carrier of preference other than ours.

## ORDERING & TERMS

**SALES POLICY:** We sell to Authorized Resellers (Dealers, Wholesalers, Catalog Supply, etc.) only. You must have a Federal TIN, State TIN or Resale Number prior to placing your order.

**ORDER BY CATALOG NUMBER:** Please do not order by description.

**TERMS:** 1% 20N40 with approved credit.

**SPECIFICATION CHANGES:** Specifications as of September 2012. We reserve the right to change dimensions, materials, and styles at any time without prior notice.

### *Warranty Information*

Saratoga Series: 20 years

Mohawk Series: 20 years

Tioga Series: 20 years

Shelburne Series: 20 years

All Chairs: 5 years



**1-800-873-4253 8am-5pm EST**



## General Instructions

- Specifications:** Visit our website at [www.Hallowell-List.com](http://www.Hallowell-List.com) for descriptions and specifications. Prices herein are based on standard construction. Specifications are subject to change without notice.
- Shop Drawings:** Shop Drawings for approval or file & field use will be supplied upon request only, at no charge for orders of \$5,000.00 net and above. A \$350.00 net drawing charge will apply if drawings are required on orders less than \$5,000.00 net. Please add this requirement to your purchase order by noting "shop drawings required for approval" or "shop drawings required for files and distribution only". Allow 3-4 weeks for preparation of shop drawings when required.
- Freight Charges:** All product will ship as noted on purchase order. If 3rd party or collect is requested, please specify carrier and if billing is to be 3rd party, please include your account number with the specified carrier. Orders received without carrier specified will be shipped via best way prepaid and freight charges will be added to your invoice. Hallowell products cannot ship via package carrier i.e. UPS, etc with the exception of small parts type orders. **Hallowell cannot guarantee quoted freight rates unless quoted in writing and the quoted amount is included in your purchase order. Quoted rates will not be guaranteed for 3rd party or collect shipments.**
- Through special agreements with our carriers, Hallowell will ship prepaid shipments class 70 for both knock-down and fully-assembled locker/cabinet orders. All-Welded lockers, cabinets and Cubbies ship freight class 100, Hi-Tech and Rivetwell Shelving ships class 70, Bulk Storage Lockers ship class 77.5 and Portable gates ship class 85. If you request we ship 3rd party or collect, your account or your customer's account may override our freight class exceptions. Due to the added space taken up by assembled lockers/cabinets, special head load rates and/or truckload rates may apply when shipment exceeds 6 pallets. If you have any questions, please contact our traffic department at 866-566-0500.
- Prepaid shipments are subject to a \$120.00 minimum shipping/handling charge.
- Hallowell cannot accommodate "Live Load" requests on production orders.
- FOB Point:** Hallowell reserves the right to select FOB point based on ship to destination and stock availability unless otherwise stated on your purchase order. All production items will ship FOB Factory, Deerfield Beach, Florida unless production K.D. lockers are ordered to ship fully-assembled, in which case Hallowell will utilize the distribution center of it's choice.
- Weights:** Weights shown are approximate and subject to change without notice.
- How To Order:** All purchase orders can be placed via fax to 407-464-3610 or via e-mail to [Sales@Hallowell-List.com](mailto:Sales@Hallowell-List.com). For information on becoming an EDI (Electronic Data Interchange) partner, contact us at 866-566-0500 or e-mail [Sales@Hallowell-List.com](mailto:Sales@Hallowell-List.com). All Stock locker orders are to be ordered by 1-wide and/or 3-wide catalog numbers adding the appropriate color suffix as outlined on each price book page and under Color Policy outlined on page 6. All purchase orders should include the unit list prices, extended list prices, total list price, applicable discount, applicable escalator, total net price, requested ship date, project name, complete shipping address and authorized signature. Failure to order as outlined above may result in delay of processing your order.
- Minimum Order:** \$100.00 net.
- Discounts:** All orders are to be discounted per the agreement in place at the time order is placed.
- Escalation:** All orders for future shipment shall include the appropriate price escalator in effect at the time the order is placed. Failure to include the escalator may result in the delay or rejection of your order.
- Terms:** 1/2% 10, net 30 days, strictly enforced.
- Warranty:** All-Welded lockers and cubbies are guaranteed to be free from defects in material and workmanship for the lifetime of the facility. Plastic lockers carry a 20-year warranty from date of invoice. KD lockers are warranted for two (2) years from date of invoice. All other products carry a one (1) year warranty from date of invoice.
- Changes:** Stock product orders changed after being released to the warehouse are subject to a \$75.00 net administrative change order charge in addition to a 30% re-stocking charge (45% for assembled stock locker/cabinet orders). **Production orders cannot be changed after being released to production.**
- Cancellations:** Stock product orders cancelled for any reason more than 24 hours after receipt are subject to a 30% re-stocking charge (45% for assembled stock locker/cabinet orders). **Production orders cannot be cancelled after being released to production.**
- Returns:** If for any reason, you wish to return your stock product order, please contact our Customer Service Department at 866-566-0500 or e-mail [CustomerService@Hallowell-List.com](mailto:CustomerService@Hallowell-List.com) to obtain a Return Goods Authorization (RGA). Shipment returned without an RGA will be refused. A 30% re-stocking charge will apply for all returned knock-down orders (45% for assembled stock locker orders). **Production items are non-returnable.**
- Claims:** It is the responsibility of the receiver to count and log all cartons/materials received prior to signing the freight carrier's receipt of delivery. Shortage claims must be submitted in writing within (3) days of receipt of shipment and must include the carton number(s) affected, the "Inspected by" number which is stamped on each carton and a copy of the delivery receipt properly annotated with shorted cartons if applicable. Damage claims must be submitted in writing within three (3) days of receipt of shipment and must include carton number(s) affected and a copy of the delivery receipt, properly annotated with damage details.
- All claims are to be submitted to our Customer Service Department via fax at 407-464-3610 or via e-mail at [CustomerService@Hallowell-List.com](mailto:CustomerService@Hallowell-List.com). Hallowell will file freight claims for prepaid shipments only. **Signing for a shipment complete and without damage relieves the carrier and Hallowell of responsibility. Hallowell cannot be held responsible for missed delivery appointments.**



## HB Warranty 2017

Warranty Terms	Warranty begins from the date item shipped from our warehouse. Metal Carts limited Lifetime Warranty on Housing/Casing. Electrical 1 year. All other products are 1 year from date of shipment.
Return Policy	RA Required. Returns will be approved at the manufacturer's discretion. Special Order, Non-Stock and Custom products do not apply. All returns are subject to 20% Restock fee. HamiltonBuhl is not liable for return freight fees.
Defective Items	<p>Prior approval required with an RA number. Items received within 30 days may or may not be replaced. It is the manufacturer's discretion to either replace or repair the item. If the items has been marked, engraved or altered they will only be repaired under warranty. If an item is returned and found not to be defective, but in good working conditions then no credit will be issued for the item and the cost of the return freight and other applicable fees will be charged to your account. Items received over 30 days will be repaired under warranty. HamiltonBuhl is not responsible for return freight charges.</p> <p>If the item is determined to be misused this will VOID the warranty and the customer is responsible for shipping the item back and repair charges if approved by the customer. Additional fees will be charged if applicable. Once received and inspected, approved credit will be issued within 30 days. Items returned without an RA# will be returned at senders expense. RA# numbers will only be issued to the dealer of record.</p>
Restock Rate, Non Defective Products	Prior approval required with an RA number, 20% restock charge. Product must be received in perfect condition and in original packaging. If the product is deemed used or unsalable the product will be returned to sender at senders expense. HamiltonBuhl is not responsible for return shipping fees.





P.O. Box 400, Malta, OH 43758 · phone 740.962.4885 · fax 740.962.4877

## LIFETIME WARRANTY

**LIMITED LIFETIME WARRANTY:** Products manufactured at our facilities after the effective date of 1 May 2012 are warranted to be free from material manufacturing defects.

During this period we will, at our sole discretion, replace or repair any product that upon its inspection exhibits defects in material or workmanship.

We reserve the right to require that each warranty claim unit(s) be returned to an address as provided by us, packaged complete (all freight prepaid with proof of purchase) for inspection prior to making a determination as to the validity of a warranty claim.

If warranted, this warranty shall be limited to include replacement unit(s), parts, or materials only.

This warranty does not cover normal wear, damage in transit, or damage caused by misuse, abuse, improper installation, accidents, Acts of God, color, or texture of finish, other covering materials, or natural wood characteristics or anomalies. (Third-party buyouts, when applicable, such as electronics or other products not manufactured by us, will be covered under the warranty terms of the original manufacturer of not less than one year.)

This warranty is nontransferable and applies only to the original purchaser.

No other warranty is expressed or implied.



## IntelliStage 2 Year Warranty

Road Ready warrants to the original owner of each new IntelliStage product, for a period of 2 years from the date of purchase, (provided that it is purchased at an Authorized IntelliStage Dealer) that is free of defects in materials and workmanship and that each product meets or exceeds all factory published specifications. This warranty is void if the product has been tampered with or misused beyond reasonable wear, and shall not apply if the product has been physically damaged. Improper handling, set-up or use of this unit could cause it to fail which could lead to serious injury or death. Please be sure to read, understand and follow all operating instructions and weight load information in this manual before using this product. Do not allow children or untrained persons to use this product. There are no obligations of liability on the part of Road Ready for any personal injuries, death, consequential damage or any other indirect damages with respect to, loss of property, revenues, profit or costs of removals, installations or re-installations arising out of, or in connection with, the use or performance of an IntelliStage product.

Please email [warranty@intellistage.com](mailto:warranty@intellistage.com) for more details.



**IRONWOOD MANUFACTURING INC.**

## **Ironwood Guarantee**

### **Factory Assembled**

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to five years after purchase.

This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.

### **R.T.A. Ready To Assemble**

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to one year after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.



### **WARRANTY**

Jarvis Industries provides our customers with an extended 3 year limited warranty on all of our products. For complete information contact our offices.

Jarvis Industries reserves the right to change product specifications at any time without incurring obligations.

**PAYMENT:** Jarvis Industries accepts payment via credit card, net 30 or COD

**SHIPPING:** All shipments are FOB Spring, Texas



# KINGSLEY

DEPOSITORIES & MATERIAL HANDLING

## UNIVERSAL WARRANTY

Effective June 2014

Kingsley returns are engineered and built to last using high quality materials such as aerospace grade aluminum. Our products go through stringent quality control procedures from every level of manufacturing to the point of packaging and shipping. This is all backed by the added security of our warranty and each of our products has a unique warranty period. In the unlikely event that you will experience a warranty issue, we will strive to ensure you have complete resolution and satisfaction.

### SECTION I DEFINITIONS

To facilitate easier determination of Universal Warranty Limitations, reference is made to the Kingsley Catalog Numbers. This number should be on a label attached to your product. There should also be a label with a Serial Number. If you have any questions about the Warranty on your Kingsley product, do not hesitate to call Customer Service at (800) 376-7209.

The THIRD digit (the digit after the hyphen) designates the primary construction material that in turn dictates the primary Warranty period for the STRUCTURAL and RUST component of the Warranty:

xx-0xxx: "Zero (0)" always designates STEEL

xx-4xxx: "Four (4)" always designates WOOD

xx-8xxx: "Eight (8)" always designates STAINLESS STEEL

xx-9xxx: "Nine (9)" always designates ALUMINUM

STRUCTURAL ASSEMBLY is limited to only the primary shell of the product that may house COMPONENTS with different Warranties than the STRUCTURAL assembly.

COMPONENTS are those parts or electronics that are housed within the STRUCTURAL Assembly and consist of wheels, casters, springs, electronics, and locks.

STRUCTURAL FAILURE is defined as a manufacturing fault that renders the product inoperable, unsafe, or insecure and vulnerable to theft or vandalism

RUST THROUGH is defined as rust that eats through the metal causing a hole or very weak spot affecting the overall security, safety, or operation of the product. Rust Through is usually preventable through normal maintenance and carries the most restrictions. RUST THROUGH usually pertains to outdoor steel products only.

### SECTION II EXCLUSIONS

Kingsley uses a "Common Sense" approach to Warranty Exclusions & Limitations. THIS WARRANTY COVERS ONLY WHAT KINGSLEY HAS MANUFACTURING CONTROL OVER in Design, Manufacture, or Assembly. The following is outside our control and resulting damages are not covered under any provision within this Warranty:





# KINGSLEY

DEPOSITORIES & MATERIAL HANDLING

- Abuse, neglect, or use for other than intended
- Vandalism. Forced entry, or the resulting theft of materials
- Damage from impact/collision
- Normal wear & tear
- Natural disasters like hurricanes, hail, tornadoes, excessive winds, earthquakes, etc.
- War or acts of terrorism
- Customer or unapproved Reseller modification of any type voids all Warranties
- Improper Installation
- Lack or neglect of needed repair or service

## SECTION III STRUCTURAL & RUST WARRANTIES

### A. STEEL Products Structural & Rust Warranty

Kingsley brand names may include: 4ever, Optima, Contempra, duraSteel, EasyRoller and Legend. Catalog numbers 00-0540, 00-0550, 00-0560, 00-0840, 00-0850, 00-0860, 00-0620, 08-0860, 42-0620 per above definitions.

All Kingsley products with a PRIMARY CONSTRUCTION MATERIAL OF STEEL are warranted against STRUCTURAL FAILURE and RUST THROUGH for a period of 7 (seven) years from the date of delivery to the extent of the Universal Limitation and Exclusions, above. COMPONENT WARRANTIES are separate from this Structural & Rust Warranty and are provided in Section III, E.

### B. WOOD Products Structural & Rust Warranty

Kingsley brand names may include duraWood and COLORwood. Catalog numbers 40-4000, 40-4130, 40-4140, 40-4150, 40-4160, 40-4860, 40-4944, 41-4030, 41-4050, 41-4060, 41-4044 per above definitions.

All Kingsley products with a PRIMARY CONSTRUCTION OF WOOD are warranted against STRUCTURAL FAILURE for a period of 5 (five) years from the date of delivery to the extent of the Universal Limitation and Exclusions, above. COMPONENT WARRANTIES are separate from this Structural & Rust Warranty and are provided in Section III, E.

### C. STAINLESS STEEL Products Structural & Rust Warranty

Kingsley brand names may include thruWall, 4ever, Optima. Catalog numbers 00-8540, 00-8550, 00-8560, 00-8840, 00-8850, 00-8860, 08-8860, 10-8100, 10-8105, 10-8175, 10-8700, 10-8800, 10-8951, 15-8951, 18-8700, 43-8105 per above definitions.

All Kingsley products with a PRIMARY CONSTRUCTION MATERIAL OF STAINLESS STEEL are warranted against STRUCTURAL FAILURE and RUST THROUGH for the LIFE of the product to the extent of the Universal Limitation and Exclusions, above. This Warranty does NOT extend to the oxidation or discoloration of the product that is a normal effect of weather upon stainless steel (see



# KINGSLEY

DEPOSITORIES & MATERIAL HANDLING

stainless steel care instructions). COMPONENT WARRANTIES are separate from this Structural & Rust Warranty and are provided in Section III, E.

D. ALUMINUM Products Structural & Rust Warranty

Kingsley brand names may include 4ever, superMax Versa, duraLight, rainOFF, Drop & Roll, easyRoller, quietDrop, ergoPOWER. Catalog numbers 00-9230, 00-9250, 00-9260, 00-9070, 00-9080, 00-9830, 00-9840, 00-9850, 00-9860, 08-9860, 00-9160, 00-9170, 00-9180, 00-9950, 00-9960, 30-9030, 30-9040, 30-9044, 30-9050, 30-9060, 38-9060, 30-9630, 30-9650, 30-9660, 38-9660, 30-9730, 30-9750, 30-9760, 30-9040, 30-9044. 33-9030, 33-9040, 33-9050, 33-9060, 33-9630, 33-9650, 33-9660, 33-9730, 33-9750, 33-9760, 37-9040, 37-9050, 30-9150, 30-9160, 40-9424, 40-9436 per above definitions.

All Kingsley products with a PRIMARY CONSTRUCTION MATERIAL OF ALUMINUM are warrantied against STRUCTURAL FAILURE and RUST THROUGH for the LIFE of the product to the extent of the Universal Limitation and Exclusions, above.

E. COMPONENT warranty information

ALL COMPONENTS ARE WARRANTIED FOR TWO (2) YEARS from the date of delivery to the extent of the Universal Limitation and Exclusions listed above in Section II.

## SECTION IV CONSEQUENTIAL & INCIDENTAL DAMAGES

Notwithstanding anything to the contrary elsewhere in this Agreement or provided for under any applicable Law, no party shall, in any event, be liable to any other Person, either in contract or in tort, for any consequential, incidental, indirect, special or punitive damages of such other Person, including loss of future revenue, income or profits, diminution of value or loss of business reputation or opportunity relating to the breach or alleged breach hereof, whether or not the possibility of such damages has been disclosed to the other party in advance or could have been reasonably foreseen by such other party.

How to obtain Warranty Service:

Contact the Kingsley Customer Care Department:

Email: [info@kingsley.com](mailto:info@kingsley.com)

Telephone: 909-445-1240 x122

Mail:

Kingsley Customer Care

5525 East Gibraltar Street

Ontario, CA 91764

## Learniture Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

### Learniture School Chairs, Stools and Dollies

#### LIMITED WARRANTY

Learniture school chairs and non gas-lift stools are warranted from any defects in design, workmanship, assembly or material for 15 years. Gas-lift office, task chairs, drafting stools, tablet arm chairs/desks, café/lunch chairs and stools, and active learning stools for 5 years.

### Learniture School Desks

#### LIMITED WARRANTY

Learniture school desk frames are warranted from any defects in design, workmanship, assembly or material for 15 years. Plastic desktops are warranted for 15 years, 10 years on high pressure laminate tops. Learniture teachers desks are warranted for a lifetime.

### Learniture Tables

#### LIMITED WARRANTY

Learniture activity, computer, study carrels, training & seminar tables are warranted from any defects in design, workmanship, assembly or material for 10 years. Electric-adjustable height tables are warranted from any defects in design, workmanship, assembly and material for a lifetime (5 years on motor).

### Learniture Boards

#### LIMITED WARRANTY

Learniture markerboards, mobile markerboards and glass dry erase boards are warranted from any defects in design, workmanship, assembly and material for a lifetime. Cork boards are warranted for 5 years.

### Learniture Laptop Storage Carts

#### FIVE-YEAR LIMITED WARRANTY

All Learniture laptop storage carts are warranted for five years from any defects in design, workmanship, assembly or material.

### Learniture Science Furniture

#### LIMITED LIFETIME WARRANTY

All Learniture science furniture is warranted from any defects in design, workmanship, assembly or material.

### Learniture Cafeteria Furniture

#### 15-YEAR LIMITED WARRANTY

All Learniture cafeteria furniture is warranted for 15 years from any defects in design, workmanship, assembly or material.

### Learniture Common Area Furniture

#### FIVE-YEAR LIMITED WARRANTY

All Learniture common area furniture is warranted for five years from any defects in design, workmanship, assembly or material.

### Learniture Lockers, Storage and Shelving

#### FIVE-YEAR LIMITED WARRANTY

All Learniture lockers, storage and shelving are warranted for 5 years from any defects in design, workmanship, assembly or material.



"Lifetime Folding Tables/ Chairs are warranted to the original purchaser to be free from defects in material or workmanship for a period of **1-YEAR, 2- YEAR, or 10-YEAR (depending on the model)** from the date of original retail purchase. The word "defects" is defined as imperfections that impair the use of the product. Defects resulting from misuse, abuse or negligence will void this warranty. This warranty does not cover defects due to alteration or accident. This warranty does not cover damage caused by vandalism, **rusting**, "acts of nature" or any other event beyond the control of the manufacturer."



## WARRANTY

**Coverage for the life of each product.** Luxor products are covered by a manufacturer's Limited\* Lifetime Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended. This warranty does not cover any problems which result from improper set-up, unauthorized modification, normal wear and tear, abuse, or environmental damages including fire, hurricane or floods.

**\*Rental Applications:** Since rental applications do not fall under the category of normal usage, Luxor will be unable to provide the Lifetime Warranty on units used for rental applications. We will, however, make parts and/or entire units available at a special purchase price upon request.

**\*Whiteboards:** All Whiteboards are covered by a 10-year warranty.

**\*Limitations:** Regardless of how carefully you use or care for your product, it will eventually show age and wear, and coverage does not include expected age and wear of products. Neither the consequential costs of repairing or replacing other property damaged in the event of our product malfunctioning, nor incidental loss of time, loss of use, etc. damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Other limitations may apply depending on the model purchased. Inquire with your [sales representative](#) for details.



# WARRANTY

Creative Colors by Mahar Manufacturing warrants the serviceability of our products for their intended purpose only. At our option replacements or repairs, as are due to defects in construction, materials, or workmanship, will be made. Not covered under warranty are aging or wearing of parts, nor defects caused by abuse, accident, or improper assembly or installation.

## PRODUCT

## WARRANTY

### **Cots**

#### **10-Years on Frame and Cover, Lifetime on Corners,**

Fabric & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting

Eyelets: Coming Apart or Loose from the Cot Cover Fabric

Lace: Unraveling or coming apart

Corners: Breaking or Cracking

Metal Rails: Bending, Rusting or Breaking

### **Cot & Mat Dolly and Caddy**

#### **10-Years on Frame & Cover, 1-year on Casters**

Cover & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting

Eyelets: Coming Apart or Loose from the Cot Cover Fabric

Lace: Unraveling or coming apart

Corners: Breaking or Cracking

Metal Rails: Bending, Rusting or Breaking

Casters: Breaking or Cracking

### **Standard Rest Mats**

#### **1-Year**

Fabric & Seams: Unraveling, Tearing, Ripping, Cracking or Splitting

*Note:* Each mat is sold with a dated law tag sewn in the seam. The tags **MUST** be left intact for replacement (date verification).

### **Wall Mount Hanger**

#### **10-Years**

Bending, Rusting or Breaking

### **Wood Furniture**

#### **15-Years and 1 Year on Casters**

Wood: Separating

Trim: Fading or Coming Loose

### **Tables**

#### **5-Years**

Wood: Separating

Trim: Fading or Coming Loose

Legs: Bending, Rusting or Breaking

### **Chairs**

#### **10-Years**

Frame: Bending, Rusting or Breaking

Seat & Back: Breaking or Cracking

Please contact Creative Colors at 1-800-224-8268 for a return authorization prior to returning product due to warranty issues.





# MARVEL<sup>®</sup>



## *The Marvel Group<sup>®</sup>, Inc. Warranty*



*Marvel<sup>®</sup> warrants its products to the original purchaser to be free from defects in material and workmanship for as long as the original purchaser owns the product, except as provided below. Components and parts deemed as high wear including: casters, pneumatic cylinders, stacking chairs, and task lights are warranted for five years from the date of sale. Fabrics are warranted for five years. Electronic, Adjustable Table electric components and motors are limited to 5 years, under normal operating conditions, subject to inspection and determination of the manufacturer. Seating control mechanisms and keyboard arms are warranted for ten years from the date of original sale. Warranty periods for seating that exceeds eight hours per day usage (single shift) is reduced in a pro-rata basis.*

*This warranty excludes products that were not installed or used in accordance with product instructions and warnings. Product adaptations, customizations or modifications not explicitly approved by Marvel<sup>®</sup> do not qualify for this warranty. The obligations of Marvel<sup>®</sup> are limited to repair or replacement at the sole option of Marvel<sup>®</sup>. Marvel<sup>®</sup>, in no event, will be responsible for incidental or consequential damages arising out of a claim for defective or damaged product.*

# WARRANTY

All standard products manufactured by Silver Street Incorporated, home of **mediatechnologies®**, unless otherwise covered by a product specific guarantee and or warranty, are guaranteed against defective material and workmanship for a period of five (5) years from the date of purchase.

Silver Street Incorporated does not warranty any product or hardware which has been installed incorrectly, exposed to high humidity, moisture and extreme temperatures for long periods, excessive loads, misuse, abuse or was not manufactured by Silver Street Incorporated.

We will repair or replace, at our discretion, any defective item without cost to our customer. This is customer's sole and exclusive remedy against us. No delay in shipment or delivery shall give rise to any liability for damages whatsoever. We are not liable for defects caused by customer or any third party. Customer is not authorized to make any repairs whatsoever or to deduct any amount from the purchase price.

In no event shall our liability under this warranty exceed the purchase price. In no event shall we be liable for incidental, special or consequential damages. We disclaim all other warranties, express or implied, as to any matter whatsoever, including without limitation, quality, design, performance, specifications, samples, condition, merchantability and fitness for any particular purpose. No action may be commenced for breach of this warranty more than six months after the cause of action accrues and any such action may only be brought in the county of Oceana, State of Michigan.

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## LIMITED WARRANTY

Midwest Folding Products (MFP) warrants to the original purchaser of the product that the product is free from defects in material and workmanship for the following period of time:

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### FOLDING TABLES

Hexalite® ABS Plastic Folding Tables	10 Years
EF, E and EP Series Plywood Core Tables	10 Years
F Series Folding Tables	3 Years
Xfold, Tri-Height Cocktail and Mobile Buffet Tables	3 Years

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### CADDIES

UpperZone® Table & Chair Trucks	5 Years
Standard & Heavy Duty Table Caddies	5 Years
Standard Chair Caddies	5 Years
Platform and Riser Caddies	5 Years

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### STAGES & RISERS

TransFold® Stages and Seated Risers	15 Years
80 Series Choral Standing Risers	15 Years
Transfold® Choral Risers	10 Years
Mobile Stages	10 Years
Skirting, Drapes, Clips and Hook & Loop Tape	1 Year
Accessories, Steps, Guardrails	1 Year

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### MUSIC STANDS

All Stands	5 Years
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This warranty is extended for the period of time after the date of purchase by the original purchaser and is extended only to the original purchaser of the product and may be enforced only by such purchaser. This warranty is not transferable and expires if the product is resold or otherwise transferred.

This warranty does not apply to any product which

has been altered by anyone other than an MFP representative or has been damaged due to accident, abuse, misuse, misapplication, modification, alteration or improper installation, set-up, care, maintenance or repair. MFP does not warrant any products, components or parts which are not manufactured by MFP.

MFP will, at its option, repair or replace, free of

charge, the product covered by this warranty, or a portion of the product, that is found to be defective in material or workmanship during the warranty period. To make a claim under this warranty, the original purchaser shall provide proof of the date of purchase and notice of the alleged defect to:

Any repair or replacement under this warranty shall not extend the warranty period. The foregoing shall constitute the exclusive remedy of the purchaser and the exclusive liability of MFP.

The above warranty is exclusive and in lieu of all other express warranties whether oral or written, expressed or implied. No warranty of merchantability or fitness for a particular purpose shall apply.

MFP shall not, under any circumstances or under any legal theory, be liable to the purchaser or any other person for special, incidental or consequential damages of any nature including without limitation damages to, or loss of use of property, damages for loss of profits or revenues or any other damages arising from the original purchase. MFP's liability will in no event exceed the purchase price of the product.

No agent, employee or representative of MFP nor any dealer or other person is authorized to modify this warranty in any respect. The infelicity of all or a part of any of the provisions of this Limited Warranty shall not affect or invalidate any other provision of this Limited Warranty.

Midwest Folding Products  
Customer Service Department  
4726 W. 147th Street  
Midlothian, IL 60445

**midwest** FOLDING  
PRODUCTS  
Division of Nudo Products, Inc.

## Norwood Warranties

While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

Warranty excludes misuse, abuse, accidental damage, normal wear and tear, as well as failure to provide reasonable maintenance.

### Norwood Chairs and Dollies

#### LIMITED WARRANTY

Norwood task chairs, executive chairs, gas-lift office chairs, stack chairs, café/lunch chairs, and guest and waiting room chairs are warranted from any defects in design, workmanship, assembly or material for five years. Folding chairs, folding tablet arm chairs, and chair dollies are warranted for 10 years.

### Norwood Stools

#### LIMITED WARRANTY

Norwood non-plastic top stools, café stools, and drafting stools are warranted from any defects in design, workmanship, assembly or material for five years. Plastic stack stools are warranted for two years.

### Norwood Tables

#### 10 YEAR WARRANTY

All Norwood activity, folding, and training & seminar tables are warranted for 10 years from any defects in design, workmanship, assembly or material.

### Norwood Boards

#### LIMITED WARRANTY

Norwood wall-mount markerboards and mobile markerboards are warranted from any defects in design, workmanship, assembly or material for a lifetime. Bulletin boards are warranted for 15 years. Display easels are warranted for 10 years. Indoor enclosed bulletin boards are warranted for five years. Indoor/Outdoor enclosed bulletin boards are warranted for one year. Cork rolls are warranted for three years. Lapboards are warranted for two years.

### Norwood Art Easels

#### 10-YEAR LIMITED WARRANTY

All Norwood art easels are warranted for 10 years from any defects in design, workmanship, assembly or material.

### Norwood Stages and Risers

#### LIMITED WARRANTY

All fixed-height portable stages and risers are warranted for 10 years from any defects in design, workmanship, assembly or material. Adjustable-height portable stages and risers are warranted for two years.

### Norwood Office and Media Furniture

#### LIMITED WARRANTY

Norwood laminate office desks, office sets, hutches & credenzas, bookcases, file & storage cabinets, and study carrels are warranted from any defects in design, workmanship, assembly or material for five years. Lecterns and podiums are warranted for 10 years. Metal storage cabinets and steel book carts are warranted for five years. Indoor wastebaskets are warranted for three years.

### Norwood Carts

#### 10-YEAR LIMITED WARRANTY

All Norwood AV, flat panel, and presentation carts are warranted 10 years from any defects in design, workmanship, assembly or material.

### Norwood Outdoor Furniture

#### LIMITED WARRANTY

Norwood outdoor picnic tables and benches are warranted from any defects in design, workmanship, assembly or material for five years. Outdoor trash cans and recycle receptacles are warranted for three years. Bike racks are warranted for three years. Outdoor message centers are warranted for one year. Indoor/Outdoor chairs are warranted for one year.

### Norwood Classroom Organization

#### 5-YEAR LIMITED WARRANTY

All Norwood classroom organization products are warranted for five years from any defects in design, workmanship, assembly or material.



## Manufacturer's Warranty



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

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

\*Fifteen years on Mobile Cafeteria Tables

\*One year for Commercialine



#### PRODUCT WARRANTY

Thank you for choosing Office Star Products. You have made an investment in lasting quality, comfort and innovation that will bring years of enjoyment. Please read the terms of the Limited Warranty Coverage for your product Brand carefully. Retain your proof of purchase and this printed warranty to substantiate a claim in the event warranty service is required.

Below are the available Office Star Product Brands which, when clicked, will provide you the Product Brand Warranty Information Document. Please use this as a guide to determine product warranty and applicability.



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#### TO MAKE A WARRANTY CLAIM

Contact our Parts Department via e-mail at [parts@officestar.net](mailto:parts@officestar.net), by Fax at 1-909-930-5629, or by Phone via our toll free parts number 1-800-950-7262, Monday through Friday 8:00 a.m. - 5:00 p.m. Pacific Time.



## OFM, LLC Limited Lifetime Warranty

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

### Exclusions

Exclusions to the Warranty are as follows:

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

### Seating

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

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

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

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

#### 300 lbs

Model ORO300

#### 350 lbs

Model ORO100

#### 400 lbs

Model ORO200

Model 407 and 407-VAM

Model 409 and 409-VAM

Model 700

Model 710

Model 711

Model 800-L

Model 841

#### 500 lbs

1006 and 1007 All Versions

Model 300-XL

Model 300-XL-VAM

Model 810-LX

Model 811-LX

Model 821

Model 822

Model 831

Model 832

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

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

#### 250 lbs

Model 241

Model 241-VAM

#### 400 lbs

Model 247

Model 247-VAM

### Tables and Desks

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

- 5 years tops
- 10 years frames

### Pedestals

All pedestals are covered under OFM's Limited Lifetime Warranty.

Limitations involving materials and components are as follows:

10 years full suspension glides

**RiZe Panel System**

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

- 10 years frames and frame welds
- 5 years vinyl and fabric panels under normal use

**X5 and X5 Lite Shelving System**

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

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

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

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

## WARRANTY

Paragon Furniture, LP., provides a lifetime structural warranty against product defects in materials, construction, or workmanship.

Paragon Furniture, LP., reserves the right to repair or replace at original invoice value, any part or product said to be defective.

This warranty, whether expressed or implied, does not cover normal wear, abuse, improper installation, accidents, or freight damage.

Work surfaces, moving/wearing parts, and finishes are guaranteed for five years.

This warranty is nontransferable and applies only to the original purchaser.

No other warranty is express or implied.



# MADE IN THE U.S.A.



POPULAS PRODUCTS ARE PROUDLY BUILT IN THE NORTHWEST UNITED STATES. CUSTOMER SERVICE STAFF ALL LIVE HERE, TOO.



WE STAND BY OUR PRODUCTS.  
IF YOU NEED US, WE'RE HERE:  
1.800.957.2720

or email  
[customerservice@populasfurniture.com](mailto:customerservice@populasfurniture.com)

## LIFETIME WARRANTY

At POPULAS we love making high quality furniture for our customers. All of our environmentally-friendly manufacturing processes happen in the United States, and our products are built with durable US made steel, aluminum and wood products. To back up our pledge of quality, we offer a Lifetime Warranty on many of our products.

The POPULAS Furniture Lifetime Warranty covers defects in materials and workmanship in selected products that are sold to POPULAS Furniture customers. The warranty period lasts for the lifetime of the product after receipt. We will repair or replace any product component or product that is deemed to be defective by a POPULAS representative.

### Lifetime Warranty does not cover:

Damage to any product caused by improper use, application or installation; changes in the look of any finish over time due to normal aging; damage to any finish caused by improper cleaning, maintenance or exposure to corrosive elements; normal wear and tear, which includes scuffs and areas of heavy wear; incidental or consequential damages, including labor to replace parts or products, repair of hydraulic hoses or recharge of hydraulic fluid for the Accella™ and Infinity™ series products.

### Products not covered by the Lifetime Warranty:

- Motorized and electrical components included in the Vox™, Infinity™ and Approach™ brand of products are covered by a Five (5) Year Limited Warranty.
- The gas piston included in the GPP models is covered by a Five (5) Year Limited Warranty.





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## WARRANTY

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

### LIMITED LIFETIME WARRANTY

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

### LIABILITY LIMITATIONS

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

- **One Year:** Mogo Seat
- **Ten Years:** Seating controls and cylinders, Rumba™, Cha-Cha™, Tango™ and Electric Height-Adjustable Table Series laminates. AlphaBetter® Phenolic and Kydex® tops.
- **Five Years:** Glides, casters and polymer-based components, user-adjustable work surface mechanisms, seating upholstery fabrics, foam, laminates, veneer finishes and other covering materials, drawer glides, controls and guides that are in contact with moving parts, AlphaBetter® patented Pendulum™ Swinging Footrest Bar and electrical components.
- **Three Years:** Outdoor Products (Entourage™, Evos™, Canmeleon™, Cogo™).

### WARRANTY SUBJECT TO EXCLUSIONS

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

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

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

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

Models warranted for multiple shifts:

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

## **WARRANTY PROCEDURES**

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

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

## **SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES**

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

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

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

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

# SANDUSKY LEE LIMITED WARRANTY

Sandusky Lee Corporation warrants the following are free of defects in materials and workmanship.

**5 Years Limited from the Date of Purchase:**

Elite Series, Transport, System Series, Stainless Steel, Modular Storage System, Pull Out Shelf Cabinet, Bookcases, Book Trucks, Cubby Organizers, Computer Cabinets, Tablet Security Cart, 600 & 800 Series Lateral Files, Vertical Files, Steel Desks, Wall Cabinets

**1 Year Limited from the Date of Purchase:**

Classic Series, Value Line, Lockers, Wall Mount Laptop Cabinet, Carts & Stands, 400 Series Lateral Files, Steel Shelving (Edsal)

**1 Year Limited**

ALL IMPORTED PRODUCTS

The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective cabinet or parts thereof by Sandusky Lee Corporation or, at Sandusky Lee Corporation option, refund of the purchase price upon return of the cabinet to Sandusky Cabinets, Inc.

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Sandusky Lee Corporation failure to abide by safety precautions prescribed by Sandusky Lee Corporation or modification or repair by persons not authorized by Sandusky Lee Corporation.

**Sandusky Lee Corporation makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.**

**SANDUSKY LEE CORPORATION LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.**

Buyer assumes all risk and liability resulting from the use of the Cabinets whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS OF THE ELITE, SYSTEMS, TRANSPORT, CLASSIC, AUDIO VIDEO AND COMPUTER CABINETS.



P. O. Box 125  
Millington, TN 38083  
(901) 872-0188  
Fax: (901) 873-1239

# SCREENFLEX LIMITED WARRANTY

Thank you for your purchase of Screenflex Portable Partitions.

We are confident that you will appreciate the fine quality and craftsmanship of our products. We at Screenflex stand behind the products we manufacture and provide you with a three year limited warranty. We appreciate your business and look forward to being of service to you in the future.

Please thoroughly inspect your partitions after opening the carton(s). If you have any questions or comments about the condition of the partitions, please call Customer Service at 800-553-0110.

Screenflex Portable Partitions Inc Warrants its product to the original purchaser to be free from defects in workmanship and material for three years from the date of delivery. This limited warranty does not cover misuse, abuse, improper storage or installation, neglect or damage beyond the control of Screenflex.

Screenflex's obligation under this warranty shall be limited to the repair or exchange of any part which proves defective under normal use and service. Screenflex makes no other warranty expressed or implied, as to any matter whatsoever, including the product's condition, its merchantability, or its fitness for any particular use or purpose. Under no circumstances shall Screenflex be liable for incidental or consequential damages. Screenflex reserves the right to modify design, specifications, and other materials without prior notice.





## Express Warranty Information

Jayhawk Plastics, Inc. guarantees all materials and workmanship for three (3) years on any product made completely from our proprietary recycled plastic blend. Jayhawk guarantees all materials and workmanship for (1) year on any product made of steel, aluminum or a combination of metal and plastic.

The guarantee excludes vandalism, improper use, product alterations, misuse, negligence, accident, theft, corrosion caused by chemicals, ice or snow damage and acts of God. The warranty does not cover any product used as a component of and/or a finished good for a manufactured primary product without the prior written approval of Jayhawk Plastics.

Jayhawk guarantees against rotting, decay or termite infestation for fifty (50) years for our plastic products. Any claim under this warranty must be filed within the warranty time-frame of original invoice date and must be accompanied by the original invoice or invoice number.







Joy Carpets & Co.

## Kid Essentials® Rugs Specifications and Warranties

### General:

Description:	Cut pile area rugs
Dye Method:	Injection Dyed
Dye Resolution:	400 dpi
Fiber:	STAINMASTER® BCF Type 6,6 2-Ply Nylon
Tufted Face Weight:	26 oz. / sq. yd.
Tuft Bind:	Exceeds industry standards
Gauge:	1/8 <sup>th</sup>
Pile Height:	.36 in.
Backing:	SoftFlex® Backing System - <i>Eliminates wrinkling and curling</i>
Delamination:	Exceeds industry standards
Anti-Soil and Stain Protection:	LotusFX Fiber Shield <ul style="list-style-type: none"><li>• <i>Rugs stay up to 30% cleaner and last up to 50% longer</i></li><li>• <i>Sheds liquids, soil particles, and food and beverage stains</i></li></ul>
Antimicrobial Protection:	Impervion® mold, mildew, and odor treatment <ul style="list-style-type: none"><li>• <i>Uses the power of silver to protect against bacteria, microbes, and odors</i></li></ul>
Finishing:	Bound and serged edges for maximum durability
Origin:	U.S.A.

### Performance:

Static Electricity:	< 3.5 KV (AATCC-134)
Traffic:	Residential or commercial use
Indoor Air Quality:	Green Label Plus Certified <ul style="list-style-type: none"><li>• Exceeds most stringent IAQ standards</li><li>• Complies with California OEHHA guidelines</li><li>• Caprolactam free</li></ul>



### Flammability:

Radiant Panel:	> 0.45 watts/cm2 (ASTM – E648, Class I)
NBS Smoke Chamber:	<450 flaming and non-flaming (ASTM-E662 NFPA-258)
Methenamine Tablet:	Self-extinguishing (DOC FF-1-70)

### Maintenance:

Spot Cleaning:	Spot clean with approved carpet cleaner. Follow manufacturer recommendations. Vacuum regularly.
Professional Cleaning:	Hot water extraction.

### Warranties:

Lifetime Limited Wear Warranty:	Abrasive wear of surface pile guaranteed not to exceed 10%
Lifetime Limited Antimicrobial Protection:	AlphaSan® additive uses the power of silver to protect against bacteria and microbes.
10 Year Soil/Stain Protection Limited Warranty:	Provides total fiber coverage to protect against soil and stains.
Static Protection:	Built-in static control fiber.
Fade Resistance:	Colorfast. Resists discoloration from sunlight. Indoor use only.
Limited Manufacturer Defects Warranty	

Specifications are subject to normal manufacturing tolerance.  
Sizes are approximate and actual carpet color may vary.

## **KFI LIMITED WARRANTY**

All KFI chair frames and table bases are warranted against frame defects due to failure of broken welds for (5) years from date of original purchase. KFI guarantees all upholstery and wood against defects for a period of (1) year from date of purchase. This warranty is void if product is not used for its intended purpose or if subjected to an unusual application, abuse or normal wear & tear. Variations in color or texture of material are not considered defects.

This warranty is valid to any purchaser of KFI furniture. In the event of a claim, the purchaser may be required to show validity of claim by furnishing a copy of the original invoice for the product in question.

The KFI Service Department must issue a return authorization. The purchaser may then return the product to KFI, freight prepaid. Upon receipt and investigation of claim, if KFI agrees with claim, we will without further cost to purchaser, repair or replace, at KFI's option, the appropriate defective part.





## **Our Vision**

Good things come in 3's. And G's.

## **Goals. Guarantees. Growth.**

### **Goals**

Our objective is to consistently and methodically exceed our customer's expectations through high-quality design and superlative customer service. We live by researching anything relative to our vision and we tirelessly pursue knowledge of our markets and implement strategies that will make us #1 in every market segment. Through collective knowledge and individual proactive thinking, we experience first-hand what our customers really want. Everyone in our company compliments our vision of maintaining a patently successful business model.

### **Guarantees**

Our passion is innovative, sustainable design that our customers have come to expect from us. Whether it's our Swirl™ option or a customized project, we constantly improve all of our prototypes until every aspect of a design and every detail is just how we want it. Perfection in our products allows us to offer unmatched qualities and warranties. We are the only company with a Lifetime Guarantee because we develop the best tables on the market. Period. That's why most of our customers are repeat and referrals.

### **Growth**

After thirty years of business, Southern Aluminum has grown exponentially and, might we add, still growing. A continuing relationship with our customers keeps us motivated. Our customers are more than an order number; they are the reason we do what we do. Our obsession for quality, a passion for people, and attention to detail is what keeps our vision as fresh and invigorated as it was in the beginning. And this will always be what moves us forward.



## I.D.SYSTEMS™ Warranty

*I.D.SYSTEMS™ furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.*

*I.D.SYSTEMS™ shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.*

**I.D.SYSTEMS™**  
By Stevens Industries, Inc.  
704 West Main  
Teutopolis, IL 62467  
P: 800.350.3270

*Claims to be made through Dealer where product was purchased.*



## POLICIES, SERVICES AND WARRANTY

### POLICY AND SERVICES

**PRICING:** All prices are F.O.B. Tennsco Corp's Facility in Dickson, Tennessee. All orders are subject to final acceptance at the Home Office, Dickson, Tennessee. Prices subject to change without notice. Tennsco has the right to make product design changes at any time. Tennsco's prices do not include sales, use, excise or similar taxes. Consequently, in addition to the prices specified herein, the amount of any present or future sales, use, excise or similar tax applicable to the manufacture, sale, purchase or use of the goods sold hereunder shall be paid by Buyer. In lieu thereof, Buyer shall provide Seller with a tax exemption certificate acceptable to the applicable taxing authorities.

**TERMS OF PAYMENT:** Terms are Net 30 Days from date of shipment. A service charge of 1 1/2% per month will be charged for overdue invoices.

**MINIMUM ORDERS:** Minimum order is \$15.00.

**SPECIFICATIONS:** Tennsco reserves the right to change any product specifications contained in this price list.

**FREIGHT CHARGES:** All shipments will be made freight collect unless otherwise specified. If freight is prepared, it will be added to the invoice or billed separately, depending on arrangements. On shipments by parcel post, the postage will be added to the invoice. All routing will be done solely by the Home Office. If purchaser does not accept delivery of merchandise when ready for shipment, storage fees will be charged to the purchaser.

**WEIGHT:** Weights shown are approximate.

**FREIGHT CLAIMS:** Claims for shortages must be made in writing to the Home Office within 5 business days from receipt of shipment. Claims for damaged or lost material must be filed with the carrier.

**CAUTION:** When you give delivering carrier a clear receipt for a shipment in which there is damaged merchandise or a shortage, the carrier is relieved of further responsibility. Claims for damage or shortage must be filed by you with the delivering carrier. Tennsco will not accept return of merchandise damaged in transit. Your claim is with the delivering carrier.

**PARTIAL SHIPMENTS:** Tennsco reserves the right to make delivery in installments unless otherwise expressly stated herein. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. Delay in delivery of all installments shall not relieve Buyer of its obligations to accept remaining deliveries.

**SHIPPING TIME:** Shipping dates are estimates only, based on standard manufacturing times. Tennsco makes every effort to meet shipping date requests, but will not be held liable for missed shipping dates. Once items are shipped, Tennsco is not responsible for delays caused by the delivering carrier. This includes, but is not limited to, delays in installation proceedings due to slow delivery by carrier.

**CANCELLATIONS & RETURNS:** Orders for "Special" items are not subject to change or cancellation. No return merchandise will be accepted without written consent of the General Office, Dickson, Tennessee. All returned shipments are subject to a handling charge of 25% plus all transportation charges incurred by Tennsco unless Tennsco is at fault. Once production of "Special" items has begun, cancellation of order is subject to Tennsco approval. A 15% surcharge will be assessed to approved cancelled items.

**CODE RESTRICTIONS:** Local building codes vary. It is the purchaser's responsibility to determine that product installation is in accordance with local requirements.

### LIMITED WARRANTY

Tennsco warrants goods purchased hereunder to be free of defects in materials and workmanship for a period of one (1) year from the date of shipment, hereunder. Tennsco's warranty shall not apply in the event goods are damaged as a result of misuse, abuse, neglect, accident, improper application, modification or repair by persons not authorized by Seller, where goods are damaged during shipment. **UNLESS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW:**

- a. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.
- b. BUYERS REMEDY, IF ANY, FOR ANY DEFECTIVE GOODS SHALL BE LIMITED TO A REFUND BY SELLER OR REPLACEMENT OF THE GOODS AT SELLER'S OPTION AND SHALL IN NO EVENT INCLUDE DAMAGES OF ANY KIND, WHETHER INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

**NO GOODS ACCEPTED FOR RETURN WITHOUT PRIOR APPROVAL.** Seller shall have the right to inspect any goods claimed to be defective at Buyer's place of business or require Buyer to return the goods to Seller for inspection on Seller's premises. Transportation charges covering returned goods will be borne by Seller only if such goods are proven to be defective, are covered by this warranty and are returned within the warranty period stated above.

Quality Assurance

Testrite Visual is committed to providing well made, well designed solutions at very competitive prices.

We are very proud to be an American manufacturer with an extraordinary reputation for quality, value and reliability. We source the finest quality components, and because we manufacture in the supply chain is shorter, "greener," and we can offer customizable solutions.

Standard catalog items are made with tools and dies, ensuring consistency and proper component fit. For custom products, we prepare job folders with all pertinent specifications, cut sheets, etc with the job as it goes from one department to another.

Final quality assurance occurs in final assembly prior to packing.

We employ an experienced workforce and our staff has a very strong work ethic from top to bottom. We strive to provide reliable and timely service. All of us have a CAN DO attitude and we are quality and performance levels.

Our courteous and friendly sales staff anxiously look forward to working with you on your next project.

One Year Warranty

Testrite One Year Limited Warranty - Charisma SEG/LED Light Boxes

Testrite offers a One Year Limited Warranty covering its Charisma SEG/LED Light boxes against defects in materials or workmanship affecting the quality and function of its products when used in proper manner.

Products must not have been misused, improperly set-up, or been abused for this warranty to apply. The determination is solely Testrite's and its obligation shall be limited to providing replacement. Purchaser determines suitability of all product usage and assumes all risk and liability. Neither the seller or manufacturer shall be held liable for any injury, loss or damage from use of the product.

Please contact customer service for a written return authorization before sending anything back. No credits of any kind will be offered without such authorization.

Lifetime Warranty

Testrite Lifetime Limited Warranty

Testrite offers a Lifetime Limited Warranty against defects in materials or workmanship affecting the quality and function of its products when used in the correct manner.

Products must not have been misused, improperly set-up, or been abused for this warranty to apply. The determination is solely Testrite's and its obligation shall be limited to providing replacement. Purchaser determines suitability of all product usage and assumes all risk and liability. Neither the seller or manufacturer shall be held liable for any injury, loss or damage from use of the product.

Please contact customer service for a written return authorization before sending anything back. No credits of any kind will be offered without such authorization.



Custom Box Making



Press Brake Department



Welding Department



Tube Fabricating

TOGGLE DESKTOP VIEW





## Whitney Brothers Lifetime Warranty

*Effective January 1, 2012*

Whitney Brothers Company, located at 93 Railroad Street, Keene, NH 03431, USA, warrants its products purchased after January 1, 2012, to be free of defects in materials and workmanship for a Lifetime period from date of the shipment.

During the warranty period, Whitney Brothers, as its sole obligation, will replace any product, part, or component covered by this warranty and sold after the effective date of this warranty.

This warranty extends only to the original purchasers who acquire new product from an authorized Whitney Brothers reseller. Any product, part, or component must have been installed, used, and maintained according to Whitney Brothers published instructions to be eligible for coverage under this warranty.

This warranty does not apply to products that are damaged resulting from misuse, abuse, neglect, accident, improper application, modification, or repair by persons not authorized by us. Any modification to the original product voids the manufacturer's warranty.

Any implied warranties, including any warranty of merchantability or fitness for a particular purpose, are disclaimed to the extent allowed by law. Whitney Brothers will not be liable for loss of time, inconvenience, commercial loss or incidental or consequential damages for any warranty claim.





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

## **WOOD DESIGNS LIFETIME WARRANTY**

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

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

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



**SCHOOL  
OUTFITTERS**

*Furnishing great  
places to learn.*

Have questions?

**1-800-260-2776**

[sales@schooloutfitters.com](mailto:sales@schooloutfitters.com)

[www.schooloutfitters.com](http://www.schooloutfitters.com)

## School Outfitters Returns Policy

You are responsible for inspecting your merchandise when it is delivered. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer service at 1-866-619-1776.

Occasionally, delivery drivers do not allow enough time for you to inspect the shipment, or the order is delivered while you are not there. If the driver does not allow you time to inspect your shipment, sign for it, noting "damaged" on the bill of lading.

It is your responsibility to fully inspect your merchandise within five business days of receipt. If you find you have a problem with damage or an incorrect shipment, you must contact us during this period. We cannot be held responsible for damages or incorrect shipments if you wait beyond this period to inform us.

As long as you contact us during this period, any item that is damaged when it arrives or that does not arrive as ordered (size, color, or features were not as you specified) will be promptly replaced by us at no additional cost to you.

If you order something and it arrives as ordered but you subsequently decide you want or need to return it, you will be responsible for all shipping charges, including return charges. You must contact us within two weeks to return these items. In some cases, you will need to pay a restocking fee of 15-30% as well. (We will try our best to get the restocking fee waived by the manufacturer but we are not always successful.) So if you're not sure about a color or a size, please ask. We want to help you purchase exactly what you want on the first try.

**Important Note:** Please keep the original cartons in which your order shipped until you are satisfied that your merchandise is correct and undamaged. Most manufacturers will not accept returns of merchandise not in the original packaging, and freight companies often ask to inspect the packaging if a shipment is reported as damaged.

## Special Cases

**Clearance:** All sales of clearance products are final. While individual warranties may still be honored by their respective manufacturers, School Outfitters will not accept returns on any clearance items.

**Food Service Items:** If a food service item has been uncrated but is still unused, it may be re-crated and returned to the manufacturer provided it is still in its original condition. However, the restocking fee on these items is typically 25-35%, and you will also be responsible for the return shipping charge. Written authorization from the manufacturer is required prior to returning food service items. Once a food service item has been used, it may not be returned. If there is a mechanical problem with a food service item under warranty, the manufacturer will repair or replace it at no charge to you.

**Outdoor Play Equipment:** You may return outdoor play equipment as long as it has never been installed or been in storage for more than six months. You will be responsible for the cost of return shipping and any restocking fees, and a prior written return authorization from the manufacturer is required.

**Custom Items:** A number of items we sell – including some food service and outdoor play items – are made to order and are considered "custom." Some custom items may be purchased directly from our website. Their product descriptions will always include the following notice: "Custom—sorry, no returns." Other custom products are available only when you speak with a member of our friendly sales team. They will always remind you if an item you are ordering is nonreturnable and will include that information on any quote they provide you.

**Customer-Assembled Items:** Some of our manufacturers consider user-assembled products "used" once they have been put together, even if they are disassembled for return. As such, they may not be returnable.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/3/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 201 E. 4th Street, Ste 625 Cincinnati OH 45202	<b>CONTACT NAME:</b> Amy Tischner <b>PHONE (A/C, No, Ext):</b> 513-977-3116 <b>E-MAIL ADDRESS:</b> amy_tischner@ajg.com <b>FAX (A/C, No):</b> 513-977-4608														
<b>INSURED</b> School Outfitters, LLC Attn: Colleen Markesbery 3736 Regent Ave. Norwood OH 45212	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Cincinnati Insurance Company</td><td>10677</td></tr><tr><td>INSURER B : Cincinnati Indemnity Company</td><td>23280</td></tr><tr><td>INSURER C :</td><td></td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Cincinnati Indemnity Company	23280	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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**COVERAGES****CERTIFICATE NUMBER:** 1408779693**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP 0182313	3/1/2019	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			EPP 0182313	3/1/2019	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			EPP 0182313	3/1/2019	3/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	EWC042270503	3/1/2020	3/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER GA,NJ,NY,PA,TX E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OH Emp Liability			EPP 0182313	3/1/2019	3/1/2022	E.L. Each Accident \$1,000,000 E.L. Disease Ea Emp \$1,000,000 E.L. Disease Policy \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The certificate holder is listed as additional insured where required by written contract, in regards to General Liability (GA 210 02/07). Waiver of subrogation is included in favor of the certificate holder, where required by written contract, in regards to General Liability (GA 210 02/07). Umbrella liability follows form over additional insured status.

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of Coverage

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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#### **AFFIRMATIVE ACTION PLAN – “EEO CLAUSE” FOR CONTRACTS AND PURCHASE ORDERS**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4 (a), 60-300.5 (a) and 60-741.5 (a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

**School Outfitters, LLC**

3736 Regent Avenue

Cincinnati, OH, U.S.A. 45212-3724

Tel.: 800-260-2776

Fax: 800-494-1036



## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

### School Outfitters LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

**PO Box 638517**

**3736 Regent Avenue**

6 City, state, and ZIP code

**Cincinnati, OH. 45263-8517**

**Cincinnati, OH. 45212-3724**

7 List account number(s) here (optional)

Requester's name and address (optional)

**PH: 800-260-2776**

**FAX: 800-494-1036**

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

#### Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

#### Employer identification number

6	1	-	1	3	4	1	9	4	3
---	---	---	---	---	---	---	---	---	---

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

*Sharon Murray*

Date ►

**JAN 06 2020**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.