

TIPS VENDOR AGREEMENT

Between School Outfitters and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

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

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

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

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

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

Agreements

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

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

Tax exempt status

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

Assignments of Agreements

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

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Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS Members under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

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

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

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

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

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

Participation Fees

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

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

Licenses

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

Novation

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

Site Requirements (Only when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued 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 this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice,

so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

Support Requirements

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

Incorporation of Solicitation

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

Special Terms and Conditions

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

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

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

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 Angela Webb

Title Director of Sales

Signature of Authorized Representative Angela Webb

Date 5/15/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date June 22, 2017



Deviations

- **Terms & Conditions – Shipments:**

Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer’s production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.

- **Installation Services:**

Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state’s wage rates.

- **Pricing:**

School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer’s listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations.

- **Terms & Conditions -TIPS member Purchasing Procedures:**

If the customer calls and requests to order off of the TIPS Food Service Contract:

School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order.

If the customer calls and does not request to order off of the TIPS Food Service Contract:

School Outfitters will proactively market the TIPS Food Service Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). Please see the example report below. This report can be changed to meet TIPS needs.

TIPS Member Name	Bill to Address	Ship to Address	PO #	SKU #	Website Price	TIPS Discounted Price

- sales@schooloutfitters.com
- www.schooloutfitters.com
- 800.260.2776
- 800.494.1036

PO Box 141231
Cincinnati, Ohio 45250-1231



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn!*

- TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount.
- Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted.
- School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.
- School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

sales@schooloutfitters.com

www.schooloutfitters.com

800.260.2776

800.494.1036

PO Box 141231

Cincinnati, Ohio 45250-1231

Terms & Conditions – Shipments : Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer’s production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders. • Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state’s wage rates. • Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer’s listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations. • Terms & Conditions -TIPS member Purchasing Procedures. If the customer calls and requests to order off of the TIPS Furniture Contract: School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order. If the customer calls and does not request to order off of the TIPS Furniture Contract: School Outfitters will proactively market the TIPS Furniture Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). • TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount. • Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. • School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district. • School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	School Outfitters (Schoolhouse Outfitters LLC)
Address	3736 Regent Ave Cincinnati, OH 45212
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 260-2776
Fax	(800) 494-1036
Email	
Submitted	5/19/2017 07:59:38 AM (CT)
Total	\$0.00

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

Signature Kristy Lohmiller

Email contracts@schooloutfitters.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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)	
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 is your source for school furniture, equipment and supplies. Our easy-to-use website and custom support — from measuring and planning to shipping and cleanup — make it simple to create the learning space you need. You'll find everything from tried and true classic products to the most recent classroom innovations – plus hundreds of top school furniture brands, including School Outfitters exclusives. And, with hundreds of Ships in 24 items, you'll get what you need, fast.
6	Primary Contact Name	Primary Contact Name	Emily Wilson
7	Primary Contact Title	Primary Contact Title	Senior Contract Specialist
8	Primary Contact Email	Primary Contact Email	contracts@schooloutfitters.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8004941036
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kristy Lohmiller
13	Secondary Contact Title	Secondary Contact Title	Senior Contract Specialist
14	Secondary Contact Email	Secondary Contact Email	contracts@schooloutfitters.com

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

Activity Tables, Bulletin Boards, Cafeteria Furniture, Cafeteria Tables, Carts, Classroom Rugs, Cork Boards, Cubbies, Drafting Tables, Drafting Chairs, Dry Erase Boards, Easels, Enclosed Bulletin Boards, Folding Chairs, Folding Tables, Library Furniture, Library Tables, Library Shelving, Lockers, Office Chairs, Portable Stages, Preschool Furniture, Preschool Tables, Preschool Chairs, Risers, Room Dividers, School Chairs, School Desks, School Furniture, Science Tables, Science Furniture, Lab Stools, Stack Chairs, Stools, Storage Cabinets, Storage Cubbies, Task Chairs, Training Tables, Waiting Room Furniture, White Boards, School Tables, Markerboards, Classroom Desks, Stack Chairs, Chalkboards, Blackboards, Classroom Chairs, Stools, Teacher Chairs, Lab Stools, Metal Stools, Chair, Desks, Combo Desks, Teacher Desks, Projection Whiteboards, Cork Roll, Stacking Chairs, Lunch Chairs, Lunch Tables, Classroom Rugs, Room Dividers, Lab Tables, Metal Folding Chairs, Storage Cabinets, Chair Storage, Chair Carts, Table Carts, Locking Storage, Cabinets, Computer Chairs, Laptop Cabinets, Computer Carts, Computer Desks, Conference Tables, Lunchroom Tables, Enclosed Bulletin Boards, Picnic Tables, Outdoor Benches, Partitions, Filing Cabinets, ADA Tables, Media Carts, Food Service, Makerspace, Outdoor Classroom, Concessions, Ice machine, Picnic bench, Food Storage, Scale

31 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)

Yes

32 Yes - No

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

No

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

OR

(B) employs at least 500 persons in Texas?

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

35 Felony Conviction Notice:

(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)

(No Response Required)

36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Discount Offered	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 RFP document), website, store or shelf pricing? This 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%
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	18
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	Yes
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

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

including suspension and / or debarment.

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

Yes

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

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

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

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

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

59 2 CFR PART 200 (B) 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)

Yes

Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

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

65 Indemnification

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

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer

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

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

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

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

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

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS 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.

Yes

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?

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

Some

80 Solicitation Deviation/Compliance

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

Yes

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.

Terms & Conditions – Shipments : Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders. • Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates. • Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer's listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations. • Terms & Conditions -TIPS member Purchasing Procedures: If the customer calls and requests to order off of the TIPS Furniture Contract: School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order. If the customer calls and does not request to order off of the TIPS Furniture Contract: School Outfitters will proactively market the TIPS Furniture Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). • TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount. • Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. • School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district. • School Outfitters currently does not have

any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

82 Agreement Deviation/Compliance

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

Yes

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.

Terms & Conditions – Shipments : Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders. • Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates. • Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer's listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations. • Terms & Conditions -TIPS member Purchasing Procedures. If the customer calls and requests to order off of the TIPS Furniture Contract: School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order. If the customer calls and does not request to order off of the TIPS Furniture Contract: School Outfitters will proactively market the TIPS Furniture Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). • TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount. • Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. • School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district. • School Outfitters currently does not have

any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

Line Items

Response Total: \$0.00

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
The Aquiline Group	1801 Columbia Road, Suite 101	Washington	DC	20009	Evelyn Rodriguez	evelyn@theaquilinegroup.com	202.483.1757	202.462.3781	http://theaquilinegroup.com/

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.

School Outfitters

3736 Regent Ave, Cincinnati, OH 45212

Name/Address of Organization

Angela Webb / Director of Sales

Name/Title of Submitting Official

Angela Webb

Signature

5/8/2017

Date

FELONY CONVICTION NOTICE

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

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Angela Webb
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official: Angela Webb

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

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

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

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name School Outfitters

Print name of authorized representative Angela Webb

Signature of authorized representative Angela Webb

Date 5/8/2017

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

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

School Outfitters

Name of company expressly waiving confidential status of material

Angela Webb, Director of Sales Chadwick

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

3736 Regent Ave Cincinnati OH 45212 800-260-2776

Address City State ZIP Phone

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

School Outfitters

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

5/10/2017
Date



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- 23.7 percent for professional services contracts,
- 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.

-- Agency Special Instructions/Additional Requirements --

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: School Outfitters State of Texas VID #: 1611341943200475954
 Point of Contact: Angela Webb Phone #: 800-260-2776
 E-mail Address: contracts@schooloutfitters.com Fax #: 800-494-1036
- b. Is your company a State of Texas certified HUB? - Yes - No
- c. Requisition #: 170401 Bid Open Date: 5/19/2017
(mm/dd/yyyy)

Enter your company's name here: School Outfitters Requisition #: 170401

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a **continuous contract*** in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "**Agency Special Instructions/Additional Requirements**".

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: School Outfitters Requisition #: 170401

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: School OutfittersRequisition #: 170401**SECTION-3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

School Outfitters subcontracts all services to National and Regional installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific subcontractors that are Texas HUB vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.

SECTION-4: AFFIRMATIONAs evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.


Signature

Angela Webb
Printed Name

Director of Sales
Title

5/8/2017
Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmbsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number <small>(Required if Texas certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: _____ State of Texas VID #: _____
 Point-of-Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____

SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
 Point-of-Contact: _____ Phone #: _____
 Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on _____
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications: - Not Applicable

4. Bonding/Insurance Requirements: - Not Applicable

5. Location to review plans/specifications: - Not Applicable



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

OneBoard – Operating System compatibility	No warranty is express or implied due to future operating system updates and other modifications including software versions. Contact MooreCo for details
Other Products not listed	1 Year

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

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

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

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

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

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

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

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



BioFit's 13 Year Warranty
on
Seating, Tables and Multipurpose Carts
October 4, 2011

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

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

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

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

P.O. Box 109 Waterville, Ohio 43566-0109 U.S.A.

800-597-0246

(419) 823-1089

email: biofit@biofit.com

Fax (419) 823-1342

www.biofit.com



• 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.



5925 Heisley Road • Mentor, OH 44060-1833

Service Agencies	FL-1400
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SERVICE POLICY and SERVICE AGENCY LIST

Dear Valued Customer:

Thank you for your order! We are confident your new piece of Cres Cor equipment will be a valuable addition to your foodservice operation and will bring you years of service. In the unlikely event your equipment requires service, we have established a network of independent authorized service agencies throughout the United States and Canada to help you.

CRES COR WARRANTY:



Our Gold warranty, the best warranty in the industry, is offered on our H-137 & H-138 series hot cabinets, super duty racks and utility cabinets and covers up to 3-Year Parts / 1-Year Labor.



Our standard Silver warranty covers a majority of our products and includes up to 2-Year Parts / 1-Year Labor.



Our Bronze level warranty is our basic warranty coverage up to 1-Year Parts / 90-Day Labor.

Please see specific model price book page to determine which warranty applies to your product.

REGISTERING YOUR EQUIPMENT AT www.crescor.com/service/register COMPLETING A SURVEY EARNS AN EXTRA 90-DAY LABOR WARRANTY!

****Date of shipment is the warranty start date. If the equipment will not go into service immediately, please indicate that on the warranty registration. Scan QR code to register your equipment today! If you need a QR reader, visit your App Store on your Smartphone or Tablet.**



Should you need service, please contact the authorized agency in your area shown on the enclosed listing. The agency is trained to handle both in-warranty and out-of-warranty work on Cres Cor products. An Authorized Cres Cor Service Agency must perform all warranty work and use OEM parts to ensure warranty coverage.

OEM parts can also be ordered by phone or online directly from our Master Parts Distributors:

Heritage Food Service
5130 Executive Blvd.
Ft. Wayne, IN 46808
Ph: (800) 983-9016
Fax: (260) 482-4542
www.hfse.com

Parts Town
1150A N. Swift Rd.
Addison, IL 60101
Ph: (800) 438-8898
Fax: (888) 513-0259
www.partstown.com

Cres Cor Customer Care hours are: Monday - Thursday 8:00 AM - 5:30 PM EST and Friday 8:00 AM - 5:00 PM EST. For the most up to date Service Agency listing, log on to www.crescor.com.

Again, thank you for choosing Cres Cor products for your foodservice equipment needs. Feel free to contact us directly for technical assistance, support, and additional information. We'll be happy to hear from you!

Sincerely,

The Customer Care Team at Cres Cor

Call Toll-free: 877-CRES COR (273-7267) • Fax: 800-822-0393 • www.crescor.com

ALABAMA

Jones-McLeod
1530 Alton Rd.
Birmingham, AL 35210
Ph: (205) 251-0159 / (800) 821-1150

Jones-McLeod
854 Lakeside Dr.
Mobile, AL 36693
Ph: (800) 237-9859

Jones-McLeod
6017 E. Shirley Ln.
Montgomery, AL 36117
Ph: (877) 395-8340

ALASKA

3 Wire / Restaurant Appliance
22310 20th Avenue SE
Bothell, WA 98021
Ph: (866) 770-2022
Fax: (425) 486-8544

ARIZONA

Service Solutions Group AKA
Authorized Commercial Food Eqpt. Svc.
4832 South 35th Street
Phoenix, AZ 85040
Ph: (602) 234-2443 / (800) 824-8875
Fax: (602) 232-5862

ARKANSAS

Bromley Parts & Service
1000 South Ringo Street
Little Rock, AR 72202
Ph: (501) 374-0281 / (800) 482-9269
Fax: (501) 374-8352

CALIFORNIA

3 Wire / Pacific Coast
22107 S. Vernon
Torrence, CA 90502
Ph: (310) 515-0123 / (800) 576-0123
Fax: (310) 518-9860

P & D Appliance Commercial Parts & Svc.
100 S. Linden Avenue
S. San Francisco, CA 94080
Ph: (650) 635-1900 / (800) 424-1414
Fax: (650) 635-1919

P & D Appliance Commercial Parts & Svc.
4220 "C" Roseville Road
North Highlands, CA 95660
Ph: (916) 974-2772 / (800) 824-7219
Fax: (916) 974-2774

Industrial Elec. Commercial Parts & Svc, Inc.
5662 Engineer Drive
Huntington Beach, CA 92649-1124
Ph: (714) 379-7100 / (800) 457-3783
Fax: (714) 379-7109

Industrial Elec. Commercial Parts & Svc, Inc.
6837 Nancy Ridge Drive
San Diego, CA 92121
Ph: (858) 824-1710 / (888) 239-6999
Fax: (858) 824-1729

Service Solutions Group
5595 Magnatron Blvd.
Suite A
San Diego, CA 92111-1310
Ph: (800) 995-7955
Fax: (858) 751-0399

COLORADO

Hawkins Commercial Appliance Service Co.
3000 South Wyandot Street
Englewood, CO 80110-1333
Ph: (303) 781-5548 / (800) 624-2117
Fax: (303) 781-8861

Hawkins Commercial Appliance Service Co.
66 Buchanan Street
Colorado Springs, CO 80907
Ph: (719) 477-1242
Fax: (719) 477-1513

CONNECTICUT

GCS Service
302 Murphy Road
Hartford, CT 06114
Ph: (860) 549-5700

DELAWARE

Elmer Schultz Services
36 Belmont Avenue
Richardson Park
Wilmington, DE 19804
Ph: (302) 655-8900 / (800) 762-7906
Fax: (302) 656-3673

DISTRICT OF COLUMBIA

EMR Service
5675 Barclay Dr.
Alexandria, VA 22315
Ph: (703) 922-3887 / (800) 394-3887
Fax: (703) 922-3889

Tec 24
5256 Eisenhower Ave.
Alexandria, VA 22304
Ph: (703) 354-3835
Fax: (703) 354-8106

FLORIDA

Commercial Appliance Parts & Service, Inc.
8416 Laurel Fair Circle #114
Tampa, FL 33610
Ph: (813) 663-0313 / (800) 282-4718
Fax: (813) 663-0212

Commercial Appliance Parts & Service, Inc.
1282 La Quinta Drive Unit #1
Orlando, FL 32809
Ph: (407) 850-1012 / (800) 827-8103
Fax: (407) 850-1067

Commercial Appliance Parts & Service, Inc.
1050 Corporate Ave.
Suite 100
North Port, FL 34289
Ph: (941) 429-1536 / (800) 378-6986
Fax: (941) 429-2788

Commercial Appliance Parts & Service, Inc.
10120 NW 53rd Street
Sunrise, FL 33351
Ph: (800) 710-1548
Fax: (954) 749-2751

GCS Service, Inc.
3373 NW 168th Street
Miami, FL 33056
Ph: (305) 621-6666 / (800) 766-8966
Fax: (305) 621-6656

GCS Service, Inc.
3902 Corporex Park Drive, Suite 350
Tampa, FL 33619
Ph: (813) 626-6044 / (800) 282-3008
Fax: (813) 621-1174

Heritage Service Group/Southland
10003 Satellite Blvd., Suite 208
Orlando, FL 32837
Ph: (407) 316-8010 / (888) 399-2474
Fax: (407) 996-2760

Heritage Service Group (BGSi)
3200 NW 23rd Ave., Suite 400
Pompano Beach, FL 33069
Ph: (954) 971-0456 / (800) 253-0200
Fax: (954) 977-7317

TWC Services, Inc.
150 Maritime Drive
Sanford, FL 32771
Ph: (407) 895-6700 / (800) 432-0565
Fax: (407) 332-1266

Whaley Foodservice Repairs, Inc.
7037 Commonwealth Ave. #8-B
Jacksonville, FL 32220
Ph: (904) 725-7800
Fax: (904) 725-5025

Whaley Foodservice Repairs, Inc.
3835 St. Valentine Way
Orlando, FL 32811
Ph: (888) 337-8889

GEORGIA

Pierce Parts & Service
2422 Allen Dr.
Macon, GA 31216
Ph: (478) 781-8003

Whaley Foodservice Repairs, Inc.
5201-D Brookhollow Parkway
Norcross, GA 30071
Ph: (678) 243-7973
Fax: (678) 243-7974

Whaley Foodservice Repairs, Inc.
109-A Owens Industrial Drive
Savannah, GA 31405
Ph: (912) 447-0827
Fax: (912) 236-4949

HAWAII

Food Equipment Parts & Service, Co.
300 Puuhale Road (96819)
P.O. Box 17789
Honolulu, HI 96817
Ph: (808) 847-4871
Fax: (808) 842-1580

IDAHO

3 Wire / Restaurant Appliance
22322 20th Avenue SE
Bothell, WA 98021
Ph: (866) 770-2022
Fax: (425) 486-8544

Ron's Service, Inc.
11481 West Fairview Avenue
Boise, ID 83713
Ph: (208) 375-4073 / (800) 851-4118
Fax: (503) 684-6107

ILLINOIS

Coker Service, Inc.
125 West North Avenue
Villa Park, IL 60181
Ph: (630) 941-7070 / (888) 908-5600
Fax: (630) 941-7099

Cone's Repair Service
2408 40th Avenue
Moline, IL 61265
Ph: (309) 797-5323 / (800) 716-7070
Fax: (309) 797-3631

INDIANA

Coker Service, Inc.
17296 Douglas Road
South Bend, IN 46635
Ph: (888) 856-5600
Fax: (630) 941-7099

General Parts Group
7772 Moller Rd.
Indianapolis, IN 40268
Ph: (317) 290-8085 / (800) 410-9794
Fax: (317) 290-8085

IOWA

Goodwin Service Co.
2900 Delaware Avenue
P.O. Box 3285
Des Moines, IA 50316
Ph: (515) 262-9308 / (800) 372-6066
Fax: (515) 262-2936

KANSAS

GCS Service, Inc.
6107 Connecticut
Kansas City, MO 64120
Ph: (816) 920-5999 / (800) 229-8477
Fax: (816) 920-7387

General Parts Supply L.L.C.
1101 East 13th Street
Kansas City, MO 64106
Ph: (816) 421-5400 / (800) 279-9967
Fax: (816) 421-1270

General Parts Supply L.L.C.
9212 E. 37th St. N
Wichita, KS 67226
Ph: (866) 211-5439
Fax: (316) 315-0660

KENTUCKY

Service Solutions Group AKA
 Certified Service Center
 1051 Goodwin Drive
 Lexington, KY 40505
 Ph: (859) 254-8854 / (800) 432-9269
 Fax: (859) 231-7781

LOUISIANA

Chandler's Parts & Service Inc.
 11656 Darryl Drive
 Baton Rouge, LA 70815
 Ph: (225) 272-6620 / (800) 349-8888
 Fax: (225) 272-7168

MAINE

Pine Tree Food Equipment
 175 Lewiston Road
 Gray, ME 04039
 Ph: (207) 657-6400
 Fax: (207) 657-7985

MARYLAND

EMR Service
 9100 Yellow Brick Road, Suite H
 Rosedale, MD 21237
 Ph: (410) 467-8080 / (800) 879-4994
 Fax: (410) 243-2509

MASSACHUSETTS

Joe Warren & Sons
 916 Pleasant Street, Unit #18
 Norwood, MA 02062
 Ph: (781) 551-9199 / (800) 283-4120
 Fax: (781) 551-8981

MICHIGAN

Midwest Food Equipment Service Inc.
 3055 Dixie Avenue SW
 Grandville, MI 49418
 Ph: (616) 261-2000 / (800) 288-7060
 Fax: (616) 261-2020

Midwest Food Equipment Service Inc.
 3310 Redmond
 Kalamazoo, MI 49001
 Ph: (269) 372-1012 / (800) 288-7050
 Fax: (269) 372-1054

Mr. Gas, Inc.
 25204 Ryan Road
 Warren, MI 48091
 Ph: (586) 757-1116 / (800) 852-4277
 Fax: (586) 757-3997

MINNESOTA

General Parts Supply L.L.C.
 11311 Hampshire Avenue South
 Bloomington, MN 55438
 Ph: (952) 944-5800 / (800) 279-9980
 Fax: (952) 944-7101 / (952) 392-6984

MISSISSIPPI

GCS Service, Inc.
 108 Distribution Drive, Suite A
 Richland, MS 39218
 Ph: (601) 939-8465 / (800) 274-5954
 Fax: (601) 420-5954

Heritage Service Group
 207 Park Court, Suite B
 Ridgeland, MS 39157
 Ph: (601) 607-3340 / (866) 278-8639
 Fax: (601) 607-3499

MISSOURI

GCS Service, Inc.
 9722 Reavis Park Drive
 St. Louis MO 63123
 Ph: (314) 838-7444 / (800) 284-4427
 Fax: (314) 638-0135

GCS Service, Inc.
 6107 Connecticut
 Kansas City, MO 64120
 Ph: (816) 920-5999 / (800) 229-6477
 Fax: (816) 920-7387

General Parts Supply L.L.C.
 1101 East 13th Street
 Kansas City, MO 64106
 Ph: (816) 421-5400 / (800) 279-9967
 Fax: (816) 421-1270

MONTANA

3 Wire / Restaurant Appliance
 22322 20th Avenue SE
 Bothell, WA 98021
 Ph: (866) 770-2022
 Fax: (425) 486-8544

NEBRASKA

Goodwin Tucker Group
 8505 K Street
 Omaha, NE 68127
 Ph: (402) 397-2880 / (800) 228-0342
 Fax: (402) 397-2881

NEVADA

Hi Tech Commercial Service
 1840 Stella Lake Street
 Las Vegas, NV 89108
 Ph: (702) 649-4616 / (877) 924-4832
 Fax: (702) 649-4607

3 Wire / Pacific Coast
 23839 Banning Boulevard
 Carson, CA 90745
 Ph: (310) 515-0123 / (800) 531-1111
 Fax: (310) 518-9860

NEW HAMPSHIRE

Ace Service Company, Inc.
 500 Harvey Road
 Manchester, NH 03103
 Ph: (603) 668-5070 / (800) 225-4510
 Fax: (603) 626-6067

NEW JERSEY

Malachy Mechanical
 586 Avenue A
 Bayonne, NJ 07002
 Ph: (201) 823-1415 / (800) 794-1415
 Fax: (201) 823-3926

Malachy Mechanical South
 1038-3 Route 88
 Pt. Pleasant Beach, NJ 08742
 Ph: (201) 823-1415 / (800) 794-1415
 Fax: (732) 295-1526

Elmer Schultz Services
 36 Belmont Avenue
 Richardson Park
 Wilmington, DE 19804
 Ph: (302) 655-8900 / (800) 762-7906
 Fax: (302) 656-3673

NEW MEXICO

Hawkins Commercial Appliance
 3000 South Wyandot Street
 Englewood, CO 80110-1333
 Ph: (303) 781-5548 / (800) 624-2117
 Fax: (303) 761-8861

NEW YORK

3 Wire / Northern Parts & Service
 21 Northern Avenue
 Plattsburg, NY 12903
 Ph: (518) 563-3200 / (800) 634-5005
 Fax: (518) 563-3219

Acme American Repairs
 177-10 93rd Avenue
 Jamaica, NY 11433
 Ph: (718) 456-6544 / (800) 221-3026
 Fax: (718) 366-5359

Air Com Commercial
 20 Brooklyn Avenue
 Massapequa, NY 11758
 Ph: (516) 799-2100
 Fax: (516) 799-2199

Alpro Service Company
 56-10 Grand Ave.
 Maspeth, NY 11378
 Ph: (718) 386-2515 / (800) 94-ALPRO
 Fax: (718) 417-6380

B.E.S.T., Inc.
 3003 Genesee Street
 Buffalo, NY 14225
 Ph: (716) 893-6464 / (800) 338-5011
 Fax: (716) 893-6466

NEW YORK (continued)

Duffy's Equipment Service, Inc.
 3136 Onelda Street
 PO Box 154
 Sauquoit, NY 13456
 Ph: (315) 737-9401 / (800) 836-1014
 Fax: (315) 737-7132

GCS Service, Inc.
 302 Murphy Road
 Hartford, CT 06114
 Ph: (860) 549-5700 / (800) 423-1562
 Fax: (860) 527-6355

Pro-Tek
 349 W. John St.
 Hicksville, NY 11801
 Ph: (516) 681-3117
 (866) 773-7717

NORTH CAROLINA

Whaley Foodservice Repairs, Inc.
 8334-K Arrowridge Blvd.
 Charlotte, NC 28273
 Ph: (704) 529-6242
 Fax: (704) 529-1558

Whaley Foodservice Repairs, Inc.
 3630 Cessna Drive
 Garner, NC 27529
 Ph: (919) 779-2266 / (800) 849-6011
 Fax: (919) 779-2224

Whaley Foodservice Repairs, Inc.
 3020-B Thurston Ave.
 Greensboro, NC 27406
 Ph: (336) 333-2333
 Fax: (336) 808-4917

Whaley Foodservice Repairs, Inc.
 6418 -101 Amsterdam Way
 Wilmington, NC 28405
 Ph: (910) 791-0000
 Fax: (910) 332-0080

NORTH DAKOTA

General Parts Supply L.L.C.
 10 S. 18th Street
 Fargo, ND 58103
 Ph: (701) 235-4161 / (800) 279-9987
 Fax: (701) 235-0539

OHIO

Commercial Parts & Service, Inc.
 6940 Plainfield Road
 Cincinnati, OH 45236
 Ph: (513) 984-1900 / (800) 837-2828
 Fax: (513) 984-2111

Commercial Parts & Service, Inc.
 5033 Transamerica Drive
 Columbus, OH 43228
 Ph: (614) 221-0057 / (800) 837-8327
 Fax: (614) 221-3622

Electrical Appliance Repair Service Inc.
 5805 Valley Belt Road
 Cleveland, OH 44131
 Ph: (216) 459-8700 / (800) 621-8259
 Fax: (216) 459-8707

OKLAHOMA

Hagar Restaurant Service Inc.
 1229 West Main Street
 Oklahoma City, OK 73106
 Ph: (405) 235-2184 / (800) 445-1791
 Fax: (405) 236-5592

Hagar Restaurant Service Inc.
 5932 East Skelly Drive
 Tulsa, OK 74135
 Ph: (918) 664-4665 / (800) 722-0229
 Fax: (918) 664-1618

OREGON

Ron's Service, Inc.
16364 SW 72nd Avenue
Portland, OR 97224
Ph: (503) 624-0890 / (800) 851-4118 (OR, ID)
Fax: (503) 684-6107

Ron's Service, Inc.
201 Bateman Drive #8
Central Point, OR 97502
Ph: (541) 665-0410 / (800) 851-4118 (OR, ID)
Fax: (541) 665-0411

PENNSYLVANIA

AIS Commercial Parts & Service, Inc.
1911 W. 26th Street
Erie, PA 16508
Ph: (814) 456-3732 / (800) 332-3732
Fax: (814) 452-4843

AIS Commercial Parts & Service, Inc.
1005 Parkway View Dr.
Pittsburgh, PA 15205
Ph: (412) 809-0244 / (800) 726-6020
Fax: (412) 809-0246

Elmer Schultz
540 North Third Street
Philadelphia, Pa. 19123
Phone: 215-627-5400
Fax: 215-627-5408

GCS Service, Inc.
Elmwood Court I, 400 Elmwood Ave. #403
Sharon Hill, PA 19079
Ph: (610) 586-9687
Toll Free: (800) 222-3489 (PA)
(800) 441-9115 (USA)
Fax: (610) 586-6196

K&D Factory Service, Inc.
1833-41 N. Cameron Street
Harrisburg, PA 17103
Ph: (717) 236-9039 / (800) 932-0503
Fax: (717) 238-4367

K&D Factory Service, Inc.
480 Business Park Lane
Allentown, PA 18109
Ph: (610) 432-0266 / Fax: (717) 238-4367

K&D Factory Service, Inc.
1913 E. Pleasant Valley Blvd.
Suite 4
Altoona, PA 16602
Ph: (814) 943-1095

RHODE ISLAND

Joe Warren & Sons
916 Pleasant Street, Unit #18
Norwood, MA 02062
Ph: (781) 551-9199 / (800) 283-4120
Fax: (781) 551-8981

SOUTH CAROLINA

Whaley Foodservice Repairs, Inc.
137 Cedar Road
Lexington, SC 29073
Ph: (803) 996-9920 / (800) 877-2662
Fax: (803) 996-9910

Whaley Foodservice Repairs, Inc.
748 Congaree Road
Greenville, SC 29607
Ph: (864) 234-7011
Fax: (864) 770-8993

Whaley Foodservice Repairs, Inc.
1406-C Commerce Place
Myrtle Beach, SC 29577
Ph: (843) 626-1866
Fax: (843) 626-2632

Whaley Foodservice Repairs, Inc.
4740-A Franchise Street
N. Charleston, SC 29418
Ph: (843) 760-2110
Fax: (843) 329-0431

SOUTH DAKOTA

General Parts Supply L.L.C.
11311 Hampshire Avenue South
Bloomington, MN 55438
Ph: (952) 944-5800 / (800) 279-9980
Fax: (952) 944-7101

TENNESSEE

FESCO
2315 Sycamore Drive
Knoxville, TN 37921
Ph: (865) 522-5764 / (800) 513-7278
Fax: (865) 522-0982

GCS Service, Inc.
3717 Cherry Road
Memphis, TN 38118
Ph: (901) 366-8425 / (800) 262-9155
Fax: (901) 366-4588

Whaley Foodservice Repairs, Inc.
438 Harding Industrial Drive
Nashville, TN 37211
Ph: (615) 690-1400
Fax: (615) 882-0827

TEXAS

Armstrong Repair Center
5110 Glenmont
Houston, TX 77081
Ph: (713) 666-7100 / (800) 392-5325
Fax: (713) 665-5542

Commercial Kitchen Parts & Service
1377 North Brazos Street
P.O. Box 831128 (78228)
San Antonio, TX 78207
Ph: (210) 735-2811 / (800) 292-2120
Fax: (210) 735-7421

Commercial Kitchen Parts & Service
6205-B Burnet Road
Austin, TX 78757
Ph: (512) 454-8544
Fax: (512) 454-8553

Commercial Kitchen Parts & Service
221 N. McColl Road
McAllen, TX 78501
Ph: (956) 664-8267
Fax: (956) 664-8230

Commercial Kitchen Parts & Service
1117 Hendricks Street, #126
Corpus Christi, TX 78417
Ph: (361) 855-0633
Fax: (361) 882-4903

Hagar Restaurant Services
433 Regal Row
Dallas, TX 75247
Ph: (214) 574-5200 / (866) 919-5200
Fax: (214) 574-5211

GCS/Stove Parts Supply
2120 Solona Street
P.O. Box 14009
Fort Worth, TX 76117-0009
Ph: (817) 831-0381 / (800) 433-1804
Fax: (800) 272-7358

UTAH

LaMonica's Restaurant Equipment Svc. Co.
6211 South 380 West
Murray, UT 84107
Ph: (801) 263-3221 / (800) 527-2561
Fax: (801) 263-3229

VERMONT

Ace Service Company, Inc.
500 Harvey Road
Manchester, NH 03103
Ph: (603) 668-5070 / (800) 225-4510
Fax: (603) 626-6067

3 Wire / Northern Parts & Service
21 Northern Avenue
Plattsburg, NY 12903
Ph: (518) 563-3200 / (800) 634-5005
Fax: (518) 563-3219

VIRGINIA

Tech-24
5256 Eisenhower Ave.
Alexandria, VA 22304
Ph: (703) 354-3835
Fax: (703) 354-8106

Tech-24
9432 Atlee Commerce Blvd.
Suite E
Ashland, VA 23005
Ph: (804) 422-5871
Fax: (804) 422-5872

Tech-24
534 E. 24th Street
Norfolk, VA 23517
Ph: (757) 216-2245
Fax: (757) 216-2246

Tech-24
3768 Peterscreek Rd NW
Roanoke, VA 24018
Ph: (540) 342-1910
Fax: (540) 342-6550

Whaley Foodservice
4295 Cromwell Rd.
Suite 207
Chattanooga, TN 37421
Ph: (888) 337-9483

WASHINGTON

3 Wire / Restaurant Appliance
22322 20th Avenue SE
Bothell, WA 98021
Ph: (866) 770-2022
Fax: (425) 486-8544

WEST VIRGINIA

Statewide Service Inc.
603 Main Avenue
Nitro, WV 25143
Ph: (304) 755-1811 / (800) 441-9739
Fax: (304) 755-4001

Statewide Service Inc.
1024 South Fayette
Beckley, WV 25801
Ph: (304) 256-3070

WISCONSIN

General Parts Supply L.L.C.
W223 N735 Saratoga Drive
Waukesha, WI 53186
Ph: (262) 650-6666 / (800) 279-9976
Fax: (262) 650-6660

WYOMING

Hawkins Commercial Appliance
3000 S. Wyandot Street
Englewood, CO 80110-1333
Ph: (303) 781-5548 / (800) 624-2117
Fax: (303) 761-8861

CANADA

Chesher Equipment Ltd.
6599 Kitimat Road, #2
Mississauga, ON L5N 4J4
Canada
Ph: (905) 363-0309 / (800) 668-8765
Fax: (905) 363-0426



This warrantee will begin at the time of substantial completion of the job.

Products are guaranteed against material defect and/or faulty workmanship from plant for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is expressed or implied.

Thank you.

A handwritten signature in cursive script, appearing to read "Edward Surowiec".

Edward Surowiec
Contract Administrator
Diversified Woodcrafts, Inc
877-348-9663 x 183
920-842-5420 (fax)
esurowiec@diversifiedwoodcrafts.com
WWW.diversifiedwoodcrafts.com



Limited Warranty

This manufacturer's product warranty extends to the original consumer purchaser of the product. Neither the retailer nor any other company involved in the sale or promotion of this product is a co-warrantor of this manufacturer warranty.

WARRANTY DURATION: All materials and workmanship are warranted to the original consumer purchaser for a period of one (1) year from the original purchase date.

WARRANTY COVERAGE: This product is warranted against defective materials or workmanship. This warranty is void if the product has been damaged by accident, in shipment, unreasonable use, misuse, neglect, improper service, commercial use, repairs by unauthorized personnel or other causes not arising out of defects in materials or workmanship. This warranty is effective only if the product is purchased and operated in the USA, and does not extend to any units which have been used in violation of written instructions furnished by manufacturer or to units which have been altered or modified or to damage to products or parts thereof which have had the serial number removed, altered, defaced or rendered illegible.

WARRANTY DISCLAIMERS: This warranty is in lieu of all warranties expressed or implied and no representative or person is authorized to assume for manufacturer any other liability in connection with the sale of our products. There shall be no claims for defects or failure under any theory of tort, contractor commercial law including, but not limited to, negligence, gross negligence, strict liability, breach of warranty and breach of contract.

WARRANTY PERFORMANCE: During the above one-year warranty period, a product with a defect will be either repaired or replaced with a reconditioned comparable model (at manufacturer's option). The repaired or replacement product will be in warranty for the balance of the one year warranty period and an additional one-month period. No charge will be made for such repair or replacement.





SERVICE AND REPAIR: If service is required for an appliance, you should first call toll free 1-800-207-0806 between the hours of 8:30 am and 5:30 pm Eastern Standard Time and ask for CUSTOMER SERVICE. Please refer to the "Fagor 4 Quart LUX Multi-Cooker item # 670042050", "Fagor 6 Quart LUX Multi-Cooker (black) item # 670041880", "Fagor 6 Quart LUX Multi-Cooker (white) item # 935010037", or "Fagor 8 Quart Multi-Cooker item # 670041960" when you call.

NOTE: Manufacturer cannot assume responsibility for loss or damage during incoming shipment. For your protection, carefully package the product for shipment, and insure it with the carrier. Be sure to enclose the following items with your appliance: your full name, return address and daytime phone number; a note describing the problem you experienced; a copy of your sales receipt or other proof of purchase to determine warranty status. C.O.D. shipments cannot be accepted.

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



Grindmaster Cecilware

US Equipment Warranty Terms & Conditions

Effective January 1, 2017

Within warranty periods, Grindmaster-Cecilware will at its option, after troubleshooting directly with customer site, repair or replace a defective unit at no charge for parts or labor during the applicable parts or labor warranty period, Grindmaster-Cecilware's obligation under these warranty periods shall be limited to repairing or replacing any part of said equipment (excluding plastic parts, rubber parts, light bulbs, or normal wear items) which proves defective within the warranty period. Warranty start date is from the original ship date of the equipment or date of sale to the customer with proof of sale, if within 1 year of ship date.

This warranty is subject to the following conditions, terms, and exclusions:

- Warranty must be activated by online registration at www.gmcw.com
- All Warranty claims must be pre-authorized by Grindmaster-Cecilware Technical Services by calling 1-800-695-4500 opt 2 or by email at TSMailbox@gmcw.com
- RC400 - 1 year parts and labor.
- Grindmaster-Cecilware Accessories and parts - 90 days replacement only
- Coffee Urns, Manual & Super Automatic Espresso Machines and Food service Equipment are excluded from the 60 day money back guarantee.
- Warranty does not apply to machines or any part thereof which have been subject to any accident, abuse, misuse, neglect, alteration, use on incorrect voltage, improper ventilation, damage caused in transit, improper installation or operation, improper maintenance or repair, normal wear items, plastic or rubber parts, poor water conditions, machine adjustments, temporary non-functioning conditions, fire, flood, or acts of God; Warranty is in lieu of all other warranties expressed or implied. In no event shall Grindmaster-Cecilware be liable for consequential or incidental damages.
- **Warranty is conditional on required preventive maintenance see our Grindmaster-Cecilware Product Catalog or Service Tab of www.gmcw.com for preventive maintenance requirements and frequencies.**
- Grindmaster-Cecilware must receive proof of required PM performed to activate 2nd year warranty
- If Grindmaster-Cecilware Service Agents finds warranty voidable conditions at time of service the customer shall be responsible for correcting the voidable condition where possible, otherwise the warranty shall be voided.
- If Grindmaster-Cecilware Service Agents are prevented from performing or completing service by the customer, if the customer refused service in part or whole, the warranty shall be considered void.
- Upon request by Grindmaster-Cecilware, some warranty parts, (including but not limited to: motors, compressors, micro-controlled based boards, gear motors, and burrs) shall be shipped prepaid to the Grindmaster-Cecilware Factory Service Center designated in the RGA confirmation. Upon receipt, Grindmaster-Cecilware will inspect parts to verify warranty claim is valid. Replacement parts will be billed out when shipped, and then credited on return of a part that is proven to be a valid warranty claim upon inspection by Grindmaster-Cecilware. Warranty labor will not be paid until warranty claim parts are received and validated by Grindmaster-Cecilware.
- Upon request by Grindmaster-Cecilware, the defective equipment shall be shipped prepaid to the Grindmaster-Cecilware Factory Service Center designated in the RGA confirmation.
- No field (including travel), outside or service station work is covered by this warranty without prior authorization by the Grindmaster-Cecilware Service Department.

The dealers, distributors, employees, and agents of Grindmaster-Cecilware are not authorized to modify this warranty or to add warranties that are binding to Grindmaster-Cecilware. Neither written nor oral statements by such individuals establish warranties and thus should not be relied upon. This will establish your warranty rights. The purchaser's redress against Grindmaster-Cecilware for the breach of any obligation arising from the sale of this equipment, whether derived from warranty or elsewhere, shall be limited to repair, replacement or refund at Grindmaster-Cecilware's discretion.



Cube Ice Makers – ICE Series

Three years Parts and Labor.

Five years Parts coverage on the evaporator and the compressor.

Seven years Parts and Labor on the evaporator when you purchase an Ice-O-Matic water filter with your cube ice maker and replace the filter every 6 months (available in the U.S. and Canada only).

Cube Ice Makers - HIS Series

Two years parts and labor (no extra compressor or evaporator)

Flake Ice Makers – MFI Series

MFI Modular- Three years Parts and Labor. MFI- Five years Parts coverage on the compressor. Includes remote condensers.

Pearl Ice® Makers – GEM Series

MFI and GEM series modular- Three years Parts and Labor.

Countertop Dispenser, including GEMU090 - Two years Parts and Labor.

Modular and Dispensers (excluding GEMU090)- Five years Parts coverage on the compressor.

Residential Installations

All commercial machines installed in residence have a one year parts and labor warranty.

Dispensers – CD and IOD Series

IOD Countertop Dispensers- Two years parts warranty and One year labor warranty.

Countertop Dispenser- Two years Parts and Labor.

CD Hotel Dispensers- Three years Parts and Labor warranty.

Storage Bins

Two years Parts and Labor warranty.

Water Filter Manifold Systems

One year Parts and Labor warranty (excluding cartridges).

When you buy an Ice-O-Matic, you have access to the only 7-year warranty in the business. No one offers a longer warranty. We believe in the quality of our ice machines. That's why we introduced the 7-year warranty. It's the best you can get – Pure and simple.

All you need to do is purchase an Ice-O-Matic water filter with your new Ice-O-Matic Cube Ice Machine and replace it every six months. Then the parts and labor for your evaporator are covered for seven years. Available in the U.S. and Canada only.



Product Warranty

The only warranty, expressed or implied, is a one year guarantee against defect in workmanship and material.

This warranty does not apply to damages which may result from neglect, accidental or intentional damage, damage or wear to any swivel mechanism, normal wear and tear, misuse of product, unauthorized repair, exposure to extremes in temperature and humidity, and alteration or abuse of the product. Wood products ordered "unfinished" do not come with a warranty.

Repairs or replacement under this limited warranty will be made through an authorized John Boos & Co. distributor, if possible, the same dealer/distributor from which the product was purchased. Should the dealer or factory representative find return of the product to the factory necessary, all packing and shipping costs will be the responsibility of the customer. If a dealer/distributor is not available, contact the Customer Service Department at John Boos & Co., 3601 S. Banker St, Effingham, IL 62401 or call at (888) 431-2667 for the name and location of the nearest authorized distributor.

Factory obligation under this warranty, is limited, at the option of John Boos & Co. to repair or replacement of the product (or one of equal type and quality if the product is no longer available), within 90 days after receipt of written recommendation from the dealer, provided none of the above exceptions are evident. John Boos & Co. shall not be liable for any loss or damage arising from use, or for consequential damages. This warranty gives certain legal rights and there may be other rights that vary from state to state.

Kelvinator 

COMMERCIAL



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.



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PRODUCT PRICING

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

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

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

FREIGHT AND DELIVERY

Freight Terms

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

Requests for Specific Delivery Time(s)

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

Accessorial Fees

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

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

Storage of Product

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

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

Any long-term storage (i.e. storage outside standard shipping and installation storage) must be climate controlled. Temperature must range between 60 and 80 degrees Fahrenheit and humidity must be controlled between 45 and 65 percent relative humidity.

Split Deliveries

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

Re-delivery of Freight

When re-delivery of merchandise is required because the customer is not ready to accept merchandise, and no notification of this fact is given to the factory at least one week prior to the scheduled ship date, the actual costs for freight, restocking and re-handling, plus 5% of the order value, will be billed to the customer. CAUTION: After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages.

PAYMENT TERMS

Net Thirty Days

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

Leasing Provisions

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

Custom Deposits

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

New Accounts

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

Security Interest in Products

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

Collection Costs

In the event Customer defaults on Customer's payment obligations to KI, and KI employs the

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

ORDER PROCESS

Requirements of a Valid and Complete Purchase Order

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

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

KI
1330 Bellevue Street
Green Bay, WI 54302

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

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

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

Acknowledgements

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

delivery on or after a specified date, Customer must write "Do not ship for arrival before ___ [date] ___" on Customer's purchase order.

Fax or Email Orders

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

Changes or Cancellations of Orders

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

Quick Ship Program

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





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C.O.M. FABRIC REQUIREMENTS

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

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

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

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

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

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

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

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

TITLE, RISK OF LOSS, AND DAMAGE OR SHORTAGE CLAIMS

Title and Risk of Loss

Title to product shall pass to Customer upon delivery by KI to the carrier. For purposes of risk of loss, all shipments are "F.O.B. Origin"; and Customer acknowledges that, once KI delivers the product to the carrier, risk of loss shall pass to Customer. If you receive product that is damaged, the following steps must be taken:

1. Before signing for the merchandise, make careful notation of package conditions and describe any type of damage observed on the carrier's delivery receipt.
2. If the delivery receipt has been signed free and clear and damage is discovered after carrier has left, the customer shall report the concealed damage and request an inspection to the local carrier terminal within five business days of receipt date.
3. Retain all shipping cartons for inspection by the carrier agent.

Shipment Damage Claims

All products are packaged to comply with carrier requirements and leave KI's manufacturing facilities in good condition. Customer shall be responsible to carefully inspect all products upon delivery and before acceptance. Any damage discovered upon delivery must be noted on the bill of lading. Notification of damage discovered after delivery must be given to the carrier within five business days, immediately following delivery, and all damaged product must be kept at the point of delivery in its original packaging. KI shall not be liable for loss or damage to product that occurs in transit, and Customer's sole remedy for any such damages shall be to seek appropriate recourse against the carrier. For more information visit <http://damagedproductprocess.com>

Shortage Claims

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

Returns

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

CODE & FLAMMABILITY STANDARDS COMPLIANCE

Seating

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

Panels

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

Style and Fabric Availability

Many styles can be manufactured to comply with TB133, depending on the fabric content of a selected upholstery textile. When considering C.O.M. fabrics, submit the material attached to its composition description card to KI for approval. *Certain C.O.M. materials may require a sample burn test for certification. A sample product will be built with C.O.M. material and tested. The cost of testing must be added to the cost of a test sample including appropriate upcharges to receive certification.

Pricing

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

General Information

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

MISCELLANEOUS

Weights and Dimensions

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

Statute of Limitations

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

Jurisdiction and Venue

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

Notification to KI

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

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

Force Majeure

KI shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or any other labor difficulty, act of God, act of any governmental authority or of Customer, riot, embargo, fuel or energy shortage, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or failure of suppliers to meet their contractual obligations, or due to any cause beyond its reasonable control. In the event of delay in performance due to any such cause, KI reserves the right to extend the date of delivery or time for completion by a period of time reasonably necessary to overcome the effect of such delay, to allocate any available supply of goods in a manner it deems reasonable, or to cancel any purchase order.

Product Warranties

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

www.ki.com/terms

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RIGHTS AND WARRANTIES

The following KI product warranty applies to products manufactured on or after July 18, 2016 and manufactured and/or distributed from a KI manufacturing site. This warranty is given to the initial purchaser and is valid for as long as the initial purchaser owns the product. The warranty, which runs from the date of manufacture, covers defects in materials and craftsmanship found during normal usage of the products during the warranty period. If a product is defective, and if written notice of the defect is given to KI within the applicable warranty period, KI at its option will either repair or replace the defective product with a comparable component or product, or provide a refund of the purchase price. KI reserves the right to determine labor method used during replacement of product. The Lifetime Warranty applies regardless of the number of shifts the product is used each day, unless specified as an exception. All non-lifetime product warranties are a single 8 hour shift per day unless otherwise noted. KI products are not intended or warranted for outdoor use unless specifically stated for outdoor use.

EXCLUSIONS

This warranty does not cover:

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

NOTATIONS

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

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

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COMPONENTS

Casters	15
CPU Holders	15
Electrical Components- Isle Power Tower, Active8, USB Charger, Qi, PowerUp, Villa	15
Fabric, Vinyl, and Leather- KI In-Grades and Pallas Only	3
Pallas Fabric- Juggernaut Only	5
Flat Screen Monitor Arms.	15
Foam	15
Glides (excluding Felt- no warranty)	15
Keyboard Mechanisms	15
Laminate HPL- high pressure laminate	15
Laminate LPL- low pressure laminate	5
Lighting	5
Mesh	10
Pneumatic Cylinder (except Cafeteria at 5 years)	12
Tablet Arm	15
Veneer	15
Worksurface Embedded Storage- Flat Screen Garage, Smartlift	5

BENCHING SYSTEM

Connection Zone	Lifetime
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CAFETERIA FOLDING TABLES

CafeWay (except pneumatic)	15
Uniframe (except pneumatic)	15
Pneumatic for CafeWay and Uniframe	5

CASEGOODS

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

DESKING

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

DOLLIES

Caddies- Seating	15
Caddies- Tables	15

FILES AND STORAGE

(Storage warranties exclude drawer slides at 15 years)

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

FOLDING CHAIRS

Auditorium Folding Chairs	5
Design Line	5
Front Row Seating	5
Novite	5
All Other Steel Folding Chairs	5

INSTITUTIONAL SEATING/TABLES

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

LECTERN

Wharton	10
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LIBRARY FURNITURE

CrossRoads	15
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MARKERBOARDS

Connection Zone Mobile Screen	5
All Other Markerboards	5

OCCASIONAL TABLES

Affina	Lifetime
Flex	Lifetime
Hub	Lifetime
Lyra	Lifetime
MyWay	Lifetime
Rado	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime

PATIENT ROOM SEATING

Bariatric

Affina	Lifetime
Perth	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime

Glders

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

Hip Chair

Affina	15
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Patient Chairs

Affina	Lifetime
Perth	Lifetime
Rose	15
Soltice	Lifetime
Soltice Metal	Lifetime

Recliners

Affina (excludes recliner and central locking mechanism)	Lifetime
Perth (excludes recliner and central locking mechanism)	Lifetime
Soltice (excludes recliner and central locking mechanism)	Lifetime
Recliner Central Locking Caster Mechanisms	5
Recliner Mechanism	10

Sleepers and Daybeds

Affina (excludes sleeper mechanism)	Lifetime
LaResta Daybed (excludes daybed mechanism)	Lifetime
Perth (excludes sleeper mechanism)	Lifetime
Soltice (excludes sleeper mechanism)	Lifetime
Sleeper and Daybed Mechanisms	5

RESIDENCE HALL FURNITURE

RoomScape	Lifetime
Mattresses	5

SEATING

Auditorium Seating

Concerto	15
Extol	15
Lancaster	15

Benches

Kurv	15
Neena	15



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SEATING

Blu Sky Collection

1000 Series Chair	5
200 Series- chairs and tables	15
400 Series	15
600 Series	15
6100 Series	15
6200 Series	15
Aerdyn	Lifetime
Berlage	15
Itoki- DP chair and DD table	15
Jovi	5
Jubi	15
Mondial	5
Xylon	15

Classroom

Dorsal 1090	15
Intellect	15
Intellect Wave	15
Ivy League	15
Learn2	15
Ruckus	15

Fixed Seating / Lecture Hall

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

Guest Seating

Affina	Lifetime
Bantam	Lifetime
Doni Guest	15
Impress Guest	15
Impress Ultra Guest	15
Perth	Lifetime
Sift Guest	15
Soltice	Lifetime
Soltice Metal	Lifetime

SEATING

Lounge

Affina	Lifetime
Arissa	Lifetime
Cody	Lifetime
Connection Zone Privacy Booth	Lifetime
Hub	Lifetime
Jessa	Lifetime
Lyra	Lifetime
Mesa	Lifetime
MyWay	Lifetime
Sela	Lifetime
Soltice	Lifetime
Soltice Metal	Lifetime
Sway	Lifetime
Tea Cup	Lifetime

Multiple Seating

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

Spectator Seating

HI5	15
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Stack and Nesting

Apply	15
Doni Stack	15
Grazie Stack	15
Maestro	15
Matrix	15
Opt4	15
Perry	15
Piretti Stack	15
Plaza	5
Rapture	15
Ruckus	15
Silhouette	15
Strive Stack	15
Torsion Stack	15
Torsion Air Stack	15
Torsion on the Go!	15
Versa- standard, conference, and basic	15
Versa XL	15

Stools

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



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SEATING

Tandem

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

Task

Apply Task	15
Altus	15
Avail	15
Cinturon	15
Doni Task	15
Engage	15
Grazie Task	15
Impress	15
Impress Ultra	15
Intellect Wave Task	15
Mesa Task	15
Pilot	15
Ruckus	15
Sift	15
Strive Task	15
Torsion Task	15
Torsion Air Task	15

SYSTEMS

Panel Systems

StudioWorks	Lifetime
System 3000	Lifetime
Unite	Lifetime
WireWorks	Lifetime

Power Distribution System

Trellis	Lifetime
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■ Terms Conditions Rights and Warranties

Updated April 5, 2017



Furnishing Knowledge®

TABLES - contract

Athens	Lifetime
Barron	Lifetime
Backbone	Lifetime
DataLink System	Lifetime
Enlite	Lifetime
Genesis- fixed	Lifetime
Genesis- height adjustable	5
Hurry Up!	Lifetime
Inquire	Lifetime
InTandem	Lifetime
Intellect Activity Table	Lifetime
Pillar	Lifetime
Pirouette	Lifetime
Portico	Lifetime
Serenade	Lifetime
Synthesis	Lifetime
Toggle- fixed	Lifetime
Toggle- height adjustable	5
Trek	Lifetime
WorkUp- fixed	Lifetime
WorkUp - height adjustable	5

WALLS

Evoke	10
Genius	10
Lightline	10

The following products are discontinued.

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

360 Degree Classroom Furniture	Glimmer Stack and Task	Sapphire/Pracidence
6000 Series chairs	Grand Salon Lounge Seating and Bench	Seneca
700 Series Folding Chair with tablet arm	Hancock Bench	SmartTouch Files (900 Series)
734G (Ganging versions)	Impulse	Solstice Folding Chair
ADD Companion, Tandem, Raphael	Intellect Compact Double-Entry Desk	Sterling
ADD Stacker	Intellect Hard Plastic Chair	Sustain
Allude	Intellect Two-Student Table	SystemsWall
Amadeus Collection	Ivey	Three Collection
Archive	Ivy League IL50 Laminate Top Desk	Trendmaster
Aria	Ivy League Max, Plus	Velo
Aston Guest Chair	Junior Tables	Venue
Bonn	Kismet	Versa Junior
Briar Collection	Laptop Garage	Vertebra Institutional
Bruen	Logix Seating System	Warren
Canaan	Lido Lounge Seating	Xclaim
Cinturon Lounge Seating	Lola Lounge Seating	Zylo
Connect Electrical System	Madison	
Dance	M16	
DataLink MP	Neena Lounge Seating	
DaVinci	Next Connect Electrical System	
Daybed	Olympia	
Daylight	On Task	
Delisanti Casegoods	Orlo Occasional Tables	
Devon Occasional Tables	Piretti 2000	
Dorsal Students Desk	Piretti Stack on Fixed Seating	
DuralMesh Folding Chair	Pomfret Lounge Seating and Guest Chair	
Durastack	PowerComm	
E Series Storage	Premier 72" Round Table	
Eden	Premier Folding Bench	
Est	Prosper	
Estex	Quatro Guest Chair	
Flex Collection (seating and tables)	Reclaim Receptacles	
Flexible Workspace	Relax	

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 Chair and Stool

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 Desk

LIMITED WARRANTY

Learniture school desk frames are warranted from any defects in design, workmanship, assembly or material for 15 years. Plastic desk tops are warranted for 15 years, 10 years on wood composite 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 lifetime (5 years on motor).

Learniture Laptop Storage Cart

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 Locker

FIVE-YEAR LIMITED WARRANTY

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

LUXOR

INNOVATIVE WORKSPACE PRODUCT SOLUTIONS

TIPS RFP 170302

Classroom Furniture, Seating, Risers, Lockers and School Related Items

April 11th, 2017

To Whom It May Concern,

Limited Lifetime Warranty

Luxor products are covered by a manufacturer's Limited* 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.

* 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.

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

* Limitations may apply depending on the model purchased. Inquire with your sales representative for details.

Sincerely,



Marie Eden
Inside Sales Manager



Norwood Carts Limited Lifetime Warranty

Norwood Carts are warranted from any defects in design, workmanship, assembly or material.

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Chair and Table Dolly Limited Warranty

Norwood Chair & Table Dollies are warranted for 10 years from any defects in design, workmanship, assembly or material.

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Chair and Stool Limited Warranty

Norwood Chairs and Stools are warranted from any defects in design, workmanship, assembly or material;

- *Folding chairs, Folding Tablet arm chairs/desks, 10 years*
- *Gas-lift office, executive, task chairs and drafting stools, 5 years*
- *Café/Lunch, Stacking chairs and non-plastic top stools, 5 years*
- *Guest and waiting room chairs, 5 years*
- *Plastic Stack stools, 2 years*

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 Classroom Organization Limited Warranty

Norwood Classroom Organization products are warranted for 5 years from any defects in design, workmanship, assembly or material.

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.

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Norwood Dry Erase and Bulletin Board Limited Warranty

Norwood Dry Erase and Bulletin Boards are warranted from any defects in design, workmanship, assembly or material;

- *Porcelain & Glass boards, Lifetime*
- *Melamine boards, 10 years*
- *Bulletin Boards, Cork Boards & Tack boards, 15 years*
- *Display Easels, 10 years*
- *Indoor/Outdoor enclosed boards, 5 years*
- *Cork roll, 3 years*
- *Lapboards, 2 years*

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 Office/Media Furniture
Limited Warranty**

Norwood Office/Media Furniture is warranted from any defects in design, workmanship, assembly or material;

- *Metal desks, Lifetime warranty*
- *Lecterns and Podiums 10 years*
- *Laminate desks, Office sets, Credenza and Hutches, Bookcases, File & Storage Cabinets, Study Carrels, Conference Tables and Office Sets 5 years*
- *Steel Book Carts and Storage Cabinets 5 years*

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Outdoor Furniture/Park Equipment Limited Warranty

Norwood Outdoor Furniture/Park Equipment is warranted from any defects in design, workmanship, assembly or material;

- *Molded, non-HDPE trash cans and receptacles, Lifetime*
- *Picnic tables and benches, 5 years*
- *Bike Racks, Trash cans and recycle receptacles, 3 years*
- *Outdoor Message Boards, 3 years*
- *Blow Molded tables for, 2 years*

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Portable Room Dividers Limited Warranty

Norwood Portable room dividers and partitions and displays are warranted for 3 years from any defects in design, workmanship, assembly or material.

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Stages & Risers Limited Warranty

Norwood Stage, risers and accessories are warranted for 10 years from any defects in design, workmanship, assembly or material.

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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Norwood Folding Table Limited Warranty

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

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.

For more information please visit www.schooloutfitters.com
or call us at 1.800.260.2776



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OFM, LLC Limited Lifetime Warranty

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

Exclusions

Exclusions to the Warranty are as follows:

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

Seating

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

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

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

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

300 lbs
Model ORO300

350 lbs
Model ORO100

400 lbs
Model ORO200
Model 407 and 407-VAM
Model 409 and 409-VAM
Model 700
Model 710
Model 711
Model 800-L
Model 841

500 lbs
1006 and 1007 All Versions
Model 300-XL
Model 300-XL-VAM
Model 810-LX
Model 811-LX
Model 821
Model 822
Model 831
Model 832

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

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

250 lbs
Model 241
Model 241-VAM

400 lbs
Model 247
Model 247-VAM

Tables and Desks

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

- 5 years tops
- 10 years frames

Pedestals

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

10 years full suspension glides

RIZe Panel System

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

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

X5 and X5 Lite Shelving System

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

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

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

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



LIMITED WARRANTY

Ohaus products are warranted against defects in materials and workmanship from the date of delivery through the duration of the warranty period. During the warranty period Ohaus will repair, or, at its option, replace any component(s) that proves to be defective at no charge, provided that the product is returned, freight prepaid, to Ohaus.

This warranty does not apply if the product has been damaged by accident or misuse, exposed to radioactive or corrosive materials, has foreign material penetrating the inside of the product, or as a result of service or modification by other than Ohaus. In lieu of a properly returned warranty registration card, the warranty period shall begin on the date of shipment to the authorized dealer. No other express or implied warranty is given by Ohaus Corporation. Ohaus Corporation shall not be liable for any consequential damages.

As warranty legislation differs from state to state and country to country, please contact your local Ohaus dealer for further details.

Warranty

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

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

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

Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

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

Mobile & Accessories:

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

Palmer Hamilton Design:

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

Nomad Tables:

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

Nomad Seating:

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

Other:

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

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

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

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.





Limited Warranty

This product is warranted to be free from defects in material and/or workmanship for a period of 1 year from date of original installation, not to exceed 18 months from the date of manufacture.

Any component which proves to be faulty in material and/or workmanship will be replaced or repaired (at the option of Prince Castle, Inc.) without cost to the customer for parts and labor. This warranty covers on location service (i.e. trip charges and/or mileage). Travel mileage is limited to 100 miles (200 Kilometers) round trip (one trip warranty) from an authorized service agency or its sub-service agency.

This warranty is subject to the following exceptions/conditions:

- Use of any non-genuine Prince Castle parts voids this warranty.
- All labor to be performed during regular work hours. Overtime premium (the incremental amount) will be charged to the customer.
- Damage caused by carelessness, neglect and/or abuse (e.g., dropping, tampering or altering parts, equipment damaged in shipment, by fire, flood or an act of God) is not covered under this warranty.
- All problems due to operation at voltages other than that specified on equipment nameplates are not covered by this warranty. Conversion to correct voltage is the customer's responsibility.
- This equipment must be serviced by Prince Castle Authorized Service Agency or a Prince Castle Service Technician during the warranty period.
- Normal adjustments as outlined in this manual are not covered under warranty.
- Motors that fail due to the lack of monthly lubrication will not be covered under warranty.



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



LIMITED WARRANTY

Silver King Refrigeration Inc. warrants to the original purchaser of Silver King refrigerated equipment that the equipment shall be free from defects in material and workmanship under normal use and service as outlined in the Technical Manual. This limited warranty shall apply for a period of one (1) year from the date of original purchase. The Compressor will carry an additional four (4) year warranty. The warranty registration card attached must be filled out and returned within 10 days of installation or the warranty will be void. All warranties are subject to specific limitations outlined below.

This limited warranty does not apply to repair or replacement required as a result of carelessness, neglect and/or abuse, including improper installation, incorrect voltage supply, tampering with or altering components and/or equipment or failure to perform proper maintenance. Equipment damaged in transit, by fire, flood or an act of God is not covered. This limited warranty does not include freight, handling, installation, labor (following the one (1) year labor warranty period) or other incidental or consequential costs including product and/or economic loss. This limited warranty is in lieu of all other warranties, express or implied, including those of merchantability, and is non-transferable.

Specific provisions of this limited warranty are as follows:

One (1) Year Parts Warranty

Silver King warrants to the original purchaser of new Silver King equipment that such equipment and all parts thereof will be free of defects in material and workmanship, under normal use and service, for a period of one (1) year from the date of original purchase or 18 months from the date of shipment from the factory, whichever comes first, subject to all terms and conditions herein.

This warranty is limited to repairing or replacing any parts that, at Silver King's discretion, are deemed to be defective within the time period covered by this warranty. The one year parts warranty covers reasonable freight and handling charges. It does not cover special handling charges or expedited means for transport. Use of non-OEM parts may, at Silver King's discretion, void this warranty. If approved, warranty credit for non-OEM parts will be issued at the OEM cost.

Replacement parts sold separately are warranted for 90-days from date of purchase.

Five (5) Year Compressor Warranty

Silver King warrants to the original purchaser for a period of five (5) years from the date of original purchase or five (5) years and six (6) months from the date of shipment from the factory, whichever comes first, that it will replace the compressor with one of similar design and capacity, exclusive of delivery and installation charges, if it is found to Silver King's satisfaction to be inefficient or inoperative due to defects in material or factory workmanship. It is the owner's responsibility to return the serial plate of the defective compressor, or at Silver King's option the complete compressor, to the factory. Failure to do so will void the warranty.

One (1) Year Labor Warranty

Silver King warrants to the original purchaser for a period of one (1) year from the date of purchase or 18 months from the date of shipment from the factory, whichever comes first, a limited service labor warranty on Silver King refrigerated equipment subject to the following terms;

A factory issued Service Authorization Number must be obtained prior to work being performed under the labor warranty. Call your supplier or Silver King. Claims submitted without a Service Authorization Number will be paid at Silver King's discretion.

The labor warranty includes standard straight time labor charges in accordance with Silver King's Labor Warranty Guidelines and reasonable travel time, as determined by Silver King.

The warranty does not cover original installation, startup, normal adjustments or maintenance. Normal adjustments and maintenance include, but are not limited to; temperature control adjustments, temperature indicator calibrations, coil and filter cleaning, condensate drain cleaning.

A second service call for a related failure is not covered.

Use of refrigerants other than specified on the equipment serial plate voids the warranty.

All claims must include; model and serial number of equipment, date of purchase, date of failure, and a copy of the service invoice detailing the defect and service performed. No claim will be processed without this information. All claims must be filed within 60 days from date of service.



The
Linenless
Table Company

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.



Warranty:

United Visual Products warrants to the purchaser for the period of 1 year after purchase that our product will be free from defects in workmanship and material under normal use and service. United Visuals obligation under this warranty is limited to the repair or replacement of the purchased product at the sole discretion of United Visual Products.

This warranty is in lieu of all other warranties, either implied or stated. Representations or promises inconsistent with or in addition to this warranty are unauthorized and are unbinding with United Visual Products. Changes or additions to this warranty must be in writing and signed by an officer of United Visual Products. In no event shall United Visual Products be liable for any special, incidental or CONSEQUENTIAL damages or expenses where foreseeable or unforeseeable.

Warranty shall be void if the product has been misused, improperly installed, damaged by negligence or accident or altered from original design. Warranty does not cover damage due to shipment, whether damage is obvious or concealed. It is the responsibility of the customer to negotiate with the shipping firm to recoup value of the damaged product.

GENERAL INFORMATION

VIRCO WARRANTY

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

Limitations:

From the date of purchase, Virco's warranty covers the items below as follows:

10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty.

5 Years

Glides, casters, pneumatic cylinders and torsion bars on mobile folding tables.

1 Year

Chairs with custom logos applied to their upholstered seats and/or backs.

Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product.
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings.
- Failures resulting from inadequate inspection and maintenance.
- The effects of normal usage over time.
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information).
- Product modifications not approved by Virco.
- Vinyl and fabric upholstery material, except as may be offered by the mill source.
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes.

Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly for loose or missing screws or rivets, metal fatigue, cracks, broken welds, missing attachments, loose staples and general instability. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.



AmTab Manufacturing Corporation
652 N. Highland Avenue
Aurora, Illinois 60506

May 18, 2017

School Outfitters
3736 Regent Ave
Cincinnati, OH 45212
513-619-5347

RE: TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service

To Whom It May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products. School Outfitters is authorized to sell our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies and Service.

If you have any questions or concerns, please call us or write to us anytime.

Sincerely yours,

Doss Samikkannu
CEO



P.O. Drawer D
2885 Lorraine Avenue
Temple, Texas 76503

Office: (800) 749-2258 x 238
Cell: (254) 718-2289
Fax: (800) 697-6258
www.moorecoinc.com

May 17, 2017

RE: Letter of Authorization
Tips RFP 170401 – Food Service: Equipment, Chemicals, Supplies & Service

To Whom It May Concern,

School Outfitters is an authorized reseller on behalf of MooreCo, Inc., manufacturer of Balt & Best-Rite brand product lines. We hereby extend our full warranty to School Outfitters for all MooreCo brand products they sell on the above referenced contract.

Please do not hesitate to contact me should you have any questions or need any additional information, my contact information is noted above.

Sincerely,

Melissa Kirk

Melissa Kirk
Inside Sales - Contracts



May 15, 2017

Re: TIPS RFP 170401 – Food Service: Equipment, Chemicals, Supplies, & Service

To Whom It May Concern:

By this Correspondence, this document confirms that School Outfitters of Cincinnati, OH is an authorized Dealer of BioFit Engineered Products.

School Outfitters is authorized to provide our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies, & Service.

Best Regards,

Rusty Benschoter
800.597.0246 x1506
419.823.1342 fax

P.O. Box 109 Waterville, Ohio 43566-0109 U.S.A.

800-597-0246

(419) 823-1089

Fax (419) 823-1342

email: biofit@biofit.com

www.biofit.com



P.O. Box 2000, Huntington Beach, CA 92647-2000
5801 Skylab Road, Huntington Beach, CA 92647-2056
PHONE: 714 848 1555

March 13, 2017

To Whom It May Concern:

Re: SCHOOL OUTFITTERS

This letter will confirm that SCHOOL OUTFITTERS., located in Cincinnati, OH, is a current and approved authorized dealer/distributor of Cambro Manufacturing products.

Should you require any further documentation or support materials, please do not hesitate to contact Jim Polko | Northern Ohio Territory Manager

Email: jpolko@cambro.com

Direct: 614.306.0118

Regards,

A handwritten signature in black ink that reads "Greg Fischer". The signature is written in a cursive style with a large, stylized "G" and "F".

Greg Fischer
Executive Vice President Sales and Marketing



5925 Heisley Road, Mentor, Ohio 44060-1833
440/350-1100 • Fax: 440/350-7267 • www.crescor.com

5/11/2017

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to sell our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Sincerely,

Adam Rosenkranz

Adam Rosenkranz
Eastern Regional Sales Manager
Cres Cor
arosenkranz@crescor.com
m: 847-331-0971



May 11, 2017

TIPS

RE: Authorization Letter TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service

To Whom It May Concern:

School Outfitters of Cincinnati, OH is an authorized dealer in good standing for Diversified Woodcrafts, INC and, thereby authorized to provide our products on the above referenced bid/contract.

Please feel free to contact me should you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Surowiec", written in a cursive style.



Edward Surowiec
Contract Administrator
esurowiec@divwood.com
1 877 348 9663 x 183
920 373 6101



2999 Henkle Drive | Lebanon, Ohio 45036 | 800.543.0550 | T 513.932.3445 | ghent.com

May 16, 2017

RE: Letter of Authorization:

**School Outfitters
3736 Regent Ave
Cincinnati, OH 45212
TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Services**

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in black ink that reads "Jim Harter". The signature is written in a cursive, flowing style.

James Harter
Vice President Sales

www.gmcw.com

4003 Collins Lane
Louisville, KY 40245 USA



p 502.425.4776
f 502.425.4664

info@gmcw.com

To Whom It May Concern,

This letter confirms School Outfitters of Cincinnati, OH, is an authorized dealer of all of Grindmaster-Cecilware's products.

School Outfitters is authorized to sell our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Reza McDaniel', written in a cursive style.

Reza McDaniel
Director of Sales

GRINDMASTER®

Cecilware®

Crathco®

AMERICAN™
METAL WARE



John Boos & Co.
3601 S. Banker Street
Effingham, IL 62401
Phone 217/347-7701
Fax 217/347-7705
E-Mail: sales@johnboos.com
Web Site: www.johnboos.com

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all John Boos & Co products.

School Outfitters is authorized to our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

If you have any questions, please let me know.

Sincerely,

Lisa Sieben
John Boos & Co
CSM
217-347-7701 ext 1236

Mailing Address

John Boos & Co. P.O. Box 609 Effingham, IL 62401, U.S.A.



P.O. Box 3622*1533 Bank Street*Louisville, KY 40201*(502) 585-4464*Facsimile (502) 585-4676

May 16, 2017

RE: TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service

To Whom It May Concern:

School Outfitters, headquartered in Cincinnati, OH, is an authorized dealer of KFI Seating products. We hereby extend our full guarantee and warranty with respect to the KFI goods offered by them

Sincerely,


Amy Clark



May 12, 2017

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Thank You

Quote/Bid Department
Krueger International, Inc.

KI
1330 Bellevue Street
P.O. Box 8100
Green Bay, WI 54308-8100

Tel 920-468-8100
Fax 920-468-0280



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn.*



Learniture

Smart School Furnishings™

To Whom It May Concern:

Learniture Smart School Furnishings is School Outfitters exclusive brand made exclusively for School Outfitters. All Learniture Smart School Furnishings products sold enter the market directly through School Outfitters.

Sincerely,

**Mary E Neyer
Chief Operating Officer**

**School Outfitters - Furnishing Great Places to Learn
3736 Regent Avenue
Cincinnati, OH 45212-3724
800-260-2776
800-494-1036 (fax)
www.schooloutfitters.com**

• sales@schooloutfitters.com
• www.schooloutfitters.com
• 800.260.2776
• 800.494.1036

PO Box 141231
Cincinnati, Ohio 45250-1231



TIPS RFP 170401
Food Service: Equipment, Chemicals, Supplies & Service.

May 12th, 2017

To Whom It May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies and Services.

School Outfitters located at:
3736 Regent Ave.
Cincinnati, OH 45212

Any questions regarding the relationship between Luxor and School Outfitters should be directed to:

Luxor
2245 Delany Rd.
Waukegan, IL 60087

Tel: 800-323-4656 ext. 154
Fax: 800-327-1698
Email: meden@luxorfurn.com

Sincerely,

Marie Eden
Inside Sales Manager



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn.*

NorwoodTM

Commercial Furniture

To Whom It May Concern:

Norwood Commercial Furniture is School Outfitters exclusive brand made exclusively for School Outfitters. All Norwood Commercial Furniture products sold enter the market directly through School Outfitters.

Sincerely,

**Mary E Neyer
Chief Operating Officer**

**School Outfitters - Furnishing Great Places to Learn
3736 Regent Avenue
Cincinnati, OH 45212-3724
800-260-2776
800-494-1036 (fax)
www.schooloutfitters.com**

• sales@schooloutfitters.com
• www.schooloutfitters.com
• 800.260.2776
• 800.494.1036

PO Box 141231
Cincinnati, Ohio 45250-1231



161 Tradition Trail
Holly Springs, NC 27540
(800) 520-7471 (919) 303-6389
Fax (919) 362-4765
www.ofmnc.com

RE: TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service

To Whom It May Concern;

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to sell our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

If there are any additional questions or concerns, please do not hesitate to reach out.

Thank you,

A handwritten signature in black ink, appearing to read 'Blake Zalberg', written in a cursive style.

**Blake Zalberg
President
OFM**



OHAUS CORPORATION

7 Campus Drive
Suite 310
Parsippany, NJ 07054 USA
800.672.7722
973.377.9000
Fax: 888.288.5667
www.ohaus.com

May 15, 2017

To Whom It May Concern:

This letter confirms that School Outfitters of Cincinnati, OH is a dealer in good standing and is authorized to sell and distribute OHAUS products.

Sincerely,

OHAUS Corporations

May 15, 2017

To Whom It May Concern:

RE: TIPS RFP 170401 for Food Service: Equipment, chemicals, Supplies & Service

This letter confirms that School Outfitters of Cincinnati, OH is an authorized dealer of all of our products.

School Outfitters is authorized to sell our products on the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Please do not hesitate to contact me at 800-788-1028, ext. 225, should you have any questions or would like additional information.

Sincerely,



Nancy L. Foster
Contracts & Bids Manager



Date: May 12, 2017

To: **TIPS TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service**

From: Gary Davis, Product Manager Populas Furniture by ADAS

Re: Schooloutfitters and Fat Catalog

This letter will confirm that School Outfitters is an authorized dealer for our products and is thereby authorized to bid and sell the entire product line under **TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service**.

Populas Furniture offers a Lifetime Warranty on our products. All of our products are Made in the USA in the Pacific Northwest region.

If you have any questions or need to reach, I can be contacted at 800-957-2720 or gary.davis@populasfurniture.com

Sincerely,

A handwritten signature in black ink that reads 'Gary Davis' in a cursive script.

Gary Davis

toll-free: 800.957.2720
local: 208.362.8001
fax: 208.362.8009
populasfurniture.com
2720 W Idaho St. Boise, ID 83702



May 12, 2017

RE: TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Dear Sir/Madam:

This letter is to confirm that School Outfitters, located at 3736 Regent Ave Cincinnati, OH 45212 is an authorized dealer for Safco Products, including the Mayline brand, and is authorized to sell and warrant bid items in the bid number 2016-031.

Safco Products is the manufacturer situated at: 9300 West Research Center Road New Hope, MN 55428

The company contact is Scott Gerloski telephone # (800)328-3020

Please do not hesitate to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Taufen'.

Matt Taufen
Director of Sales
Safco Products
800-328-3020



May 17, 2017

RE: Tips/Taps Purchasing Cooperative

To Whom It May Concern:

This letter will confirm that School Outfitters is an authorized dealer for Sandusky Lee, Atlantic Metal, Edsal and Buddy Products and is thereby authorized to bid and sell the entire product lines.

Thank you.

Regards,

Ronald J. Nickle

Ronald J. Nickle
VP-Sales
Sandusky Lee Corporation
117 E. Washington Row
Sandusky, OH 44870
Phone: 800/336-0671 ext. 405
Fax: 419/626-3308
Email: rnickle@sanduskycabinets.com



Emily Wilson
Senior Contract Specialist
School Outfitters
3736 Regent Avenue
Cincinnati, OH 45212

March 31, 2017

Emily,

This is an "Authorization Letter" from Specialty Equipment Sales Company stating that School Outfitters is an "Authorized Dealer" of our foodservice products and is in good standing with our company at this time. These products include Imperial, Kelvinator, Silver king, Prince Castle, Fagor, Ice O Matic, and SaniServ products are all products currently offered by our company

Sincerely,

William L. Wickert
President - SESCO

Specialty Equipment Sales Company
Food Service Equipment
Corporate Office, 5705 Valley Belt Rd., Independence, OH 44131
www.sesco.biz



March 31, 2017

Re: School Outfitters-Authorized Southern Aluminum Dealer

To Whom it may concern,

Please be advised that School Outfitters of Cincinnati, OH is an authorized distributor for all of our products.

Sincerely,

Brian Smith

Strategic Account Manager



V: 800-221-0408 ext 233

F: 870-234-7351

5 Highway 82 West

Magnolia, AR 71753

bsmith@southernaluminum.com



United Visual Products, Inc.

540 West Oklahoma Ave.
Milwaukee, WI 53207

Phone: 1-800-444-0305
Fax: 1-866-263-2456
info@uvpinc.com

uvpinc.com
uvpdigitalsignage.com

May 16th, 2017

United Visual Products, Inc.
540 W Oklahoma Ave.
Milwaukee, WI 53207

Kristy Lohmiller
3736 Regent Ave.
Cincinnati, OH. 45212-3724

To Whom It May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jon Ludwig', is written over a light blue horizontal line.

Jon Ludwig, General Manager
D:414-290-1004
United Visual Products, Inc.



2027 HARPERS WAY, TORRANCE, CA 90501
HIGHWAY 65, SOUTH, CONWAY, AR 72032

5/16/17

To whom it may concern,

This letter is in regards to the TIPS RFP 170401 for FOOD SERVICE: Equipment, Chemicals, Supplies and Service. It is our purpose to inform you that School Outfitters of Cincinnati, OH is indeed a vendor in good standing of Virco MFG Furniture and Equipment.

Please let me know if I can be of further assistance in their process.

Best regards,



Brent Smith
Global Accounts Manager
Virco Inc.
2027 Harpers Way
Torrance, CA 90501



512 S. Washington St | Greenfield, OH 45123 | 800-622-1331 | T937-981-7724 | waddellfurniture.com

May 16, 2017

RE: Letter of Authorization:

School Outfitters
3736 Regent Ave

Cincinnati, OH 45212

TIPS RFP 170401 for Food Service: Equipment, Chemicals, Supplies & Service

Dear Procurement Professional:

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include service, warranty, installation, etc.) on our behalf.

If I can be of further assistance, or if you have any questions, please do not hesitate to contact me directly.

Regards,

A handwritten signature in black ink that reads 'James Harter'.

James Harter
Vice President Sales & Marketing



Deviations

- **Terms & Conditions – Shipments:**

Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer’s production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.

- **Installation Services:**

Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state’s wage rates.

- **Pricing:**

School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer’s listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations.

- **Terms & Conditions -TIPS member Purchasing Procedures:**

If the customer calls and requests to order off of the TIPS Food Service Contract:

School Outfitters will direct the customer to send their PO directly to TIPS or School Outfitters will send the PO to TIPS for approval before placing the order.

If the customer calls and does not request to order off of the TIPS Food Service Contract:

School Outfitters will proactively market the TIPS Food Service Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly). Please see the example report below. This report can be changed to meet TIPS needs.

TIPS Member Name	Bill to Address	Ship to Address	PO #	SKU #	Website Price	TIPS Discounted Price



**SCHOOL
OUTFITTERS**

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places to learn.*

- TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount.
- Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted.
- School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.
- School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

• sales@schooloutfitters.com

• www.schooloutfitters.com

• 800.260.2776

• 800.494.1036

PO Box 141231
Cincinnati, Ohio 45250-1231



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn:*

Have questions?

1-800-260-2776

sales@schooloutfitters.com

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.



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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.

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