

TIPS VENDOR AGREEMENT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170302 Furniture, Furnishings and Services

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 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. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

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 will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

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) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

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 can only be made to the awarded Vendor or vendor assigned dealer.

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 participants in the TIPS program.
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.

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 requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant 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 and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

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

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the 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 provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to 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 Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. 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 record 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, 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, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

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

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants 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 pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "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 monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

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 any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (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 participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within 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.

Supplemental agreements

The entity participating in the TIPS Agreement 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.

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 and accepted by Order Fulfiller shall survive expiration or termination of the 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 one (1) year 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.

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.

Services

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

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 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170302 Furniture, Furnishings and Services

Company Name Borgo Contract Seating

Address 324 Carlingview Drive

City Toronto State ON Zip M9W 5G5

Phone (416) 679 8133 Ext. 224 Fax (416) 679 8139

Email of Authorized Representative lucas@borgo.com

Name of Authorized Representative Lucas Spassiani

Title Vice President of Marketing

Signature of Authorized Representative 

Date 12 April 2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date May 26, 2017

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	170302 Addendum 1	Department		Floor/Room
Title	Furniture	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:01 AM (CT)	Floor/Room		Email
Close Date	4/27/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Borgo Contract Seating (Borgo Upholstery Ltd.)
Address	324 Carlingview Drive Toronto, ON Canada M9W 5G5
Contact	Donna Wattala
Department	
Building	
Floor/Room	
Telephone	(416) 679-8133 x222
Fax	(416) 679-8139
Email	accounting@borgo.com
Submitted	4/27/2017 09:59:43 AM (CT)
Total	\$0.00

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

Signature Lucas Spassiani

Email lucas@borgo.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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? 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.)	Borgo® Contract Seating is a division of Borgo® Upholstery Ltd., which was founded in 1984. We are a wholly Canadian owned company manufacturing in Toronto, Ontario. Over the years, Borgo® has become known for the quality of its products, and its commitment to service, which is reflected in the number of repeat clients. The consistently well-manufactured product that we produce and our service record, have won us ISO 9001: 2008 registration. The range of product offered and our expertise, cover almost all market sectors. We have extensive experience in the corporate, educational, institutional, health care and public sectors. Many of Borgo®'s Products have been tested and approved by both the Canadian and U.S. federal governments. Our "standing offer" and GSA business is a source of great pride. In the recent past, Borgo® has formed strategic partnerships with various European Companies, who are leading edge designers and manufacturers of office, theater and lecture hall seating distributed throughout Europe. This association, allows Borgo® to introduce and supply the latest European styles and advances to the North America market. Our future growth is based in the strength and experience of our past, but relies on our ability to see, anticipate and respond to the ever-changing requirements of an evolving working and learning environment. Borgo® Contract Seating is committed to providing products and services that will keep

pace with the world ahead. We also believe that we must involve the users of our products in a continuing partnership, to help us understand how we may continue to improve.

6	Primary Contact Name	Primary Contact Name	Lucas Spassiani
7	Primary Contact Title	Primary Contact Title	Vice President of Marketing
8	Primary Contact Email	Primary Contact Email	lucas@borgo.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4166798133
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4166798139
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Maya Sano
13	Secondary Contact Title	Secondary Contact Title	Government and Inside Sales Account Admin
14	Secondary Contact Email	Secondary Contact Email	sales@borgo.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4166798133
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4166798139
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.	Donna Wattala
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@borgo.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4166798133
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	4166798139
22	Purchase Order Contact Email	Purchase Order Contact Email	Chris Wade
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	support@borgo.com
24	Company Website	Company Website (Format - www.company.com)	http://www.borgo.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	100585041
26	Primary Address	Primary Address	324 Carlingview Drive
27	Primary Address City	Primary Address City	Toronto
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	ON
29	Primary Address Zip	Primary Address Zip	M9W 5G5

30 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

furniture, chair, seat, sofa, seating, contract seating, auditorium, theater, lecture hall, bariatric chair, task chair, office chair, classroom chair, fixed seating, airport seating, soft seating, Borgo Contract Seating, Borgo, corporate, educational, institutional, health care, public, university, campus, lounge, bar, stool, lab, laboratory, counter stool, quality, environmental, green, ISO 9001, ISO 14001, workplace, modern, trend, style, comfort, function, space saving, booth, banquet, high back, mid back, mesh back, casters, loop arm, t-arm, polypropylene, ergonomic, comfort, lumbar support, sliding seat pan, fiberglass, chrome plated, stack, stacking chairs, dolly, ganging mechanism, glides, beam seating, moulded, UV resistant, anti-panic writing tablet, CFC free high density PU foam, free standing, anti-scratch, high pressure laminate (HPL), flip-up, pneumatic cylinders, flex, Fixed, Eidos, Genesis, Genesis Evolution, Metropolitan, Metropolitan Opera, Moncton, Omnia, Omnia Beam, Omnia Contract Beam, Omnia Evolution, Première, Thesi, Tempo, Office, Accademia Light, Ali, Bravo, Bunter, Jendra, L'Aqua, Link, Link Xplus, Maia, Matrix, Millenium, Pear, Rete, Ronda, Torsion, Xten, York, Zero 7, Side, Atwood, Barbara, Esprit, Ingrid, Leo, Library, Palio, Staxis, Veronica, Multi-Purpose, Ari, Era, Eura, Kenra, Lucas, Mariquita, Net, Omnia Contract, Papillon, Teknica, Zero 9, Lounge, Ascot, Cameron, Classic, Jolly, Evita, Keaton, Life, Milano, Monet, Mya, Naxos, Ottoman PF3, Point, Popper, Smile, Symphony, Teorema, Tiffany, Tivoli, Townsend, Turner, Vega, Hospitality, Belvedere, Walsh, Banquette, Café, Circle Stacker, Donut, Gelato, Lyric, Oval Stacker, Round Stacker, Spice, Tippy, Traditional Stacker, Industrial, PG Series

31 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)

Yes

32 Yes - No

Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?

No

33 Company Residence (City)

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

Toronto

34 Company Residence (State)

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

Ontario

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?	Yes
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	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	No
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?	30
44	Years Experience	Company years experience in this category?	33
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.	No
46	Prices are guaranteed for?	(__Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
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?	Yes
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:

(No Response Required)

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, audiotope, 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)
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?

Yes

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 in connection with the vendor's proposal or ultimate 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 members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute 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?

Yes

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.

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

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
<i>USA</i>			
New Mexico Highlands University	Michael Saavedra	mjsaavedra@nmhu.edu	(505) 454-3442
University of Maryland	Susan Schwartz Malamud	smalamud@umd.edu	(301) 314-0584
Tidewater Community College	Harlan Lewis (thru Virginia Correctional	Harlan.Lewis@vadoc.virginia.gov	(804)-283-4876
<i>CANADA</i>			
McMaster University Library	Anne Pottier	pottier@mcmcaster.ca	905-529-7070
York University	Varda Kernerman	vardak@yorku.ca	416-990-0877
Niagara College	Musabbir Chowdhury	MChowdhury@niagaracollege.ca	905-641-2252

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.

Lucas Spassiani

Borgo Contract Seating, 324 Carlingview Drive, Toronto, ON M9W 5G5, Canada

Name/Address of Organization

Vice President of Marketing

Name/Title of Submitting Official


Signature

12 April 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: Borgo Contract Seating
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: [Handwritten Signature]

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 Borgo Contract Seating

Print name of authorized representative Lucas Spassiani

Signature of authorized representative 

Date 12 April 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

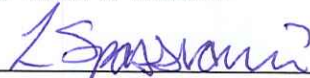
ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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.

Borgo Contract Seating

Name of company expressly waiving confidential status of material

Lucas Spassiani, Vice President of Marketing



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

324 Carlingview Drive Toronto ON M9W 5G5 (416) 679 8133 Ext. 227
Address City State ZIP Phone



The Registrar Company

CERTIFICATE OF REGISTRATION

This is to certify that the Quality Management System of

Borgo Upholstery Limited o/a Borgo Contract Seating

324 Carlingview Drive
Etobicoke, Ontario M9W 5G5
CANADA

has been assessed by TRC, Inc. and found to be in conformance to the following standard(s):

ISO 9001:2008

This Registration is for the following scope:

Design, manufacture and servicing of commercial seating.

Original Issue Date: July 25, 2013

Current Term Issue Date: May 22, 2015

Date of Revision: June 20, 2016

Expiry Date: June 16, 2018

President, The Registrar Company, Inc.



Certificate Number: TRC 00712

1400 Preston Road, Suite 400, Plano, TX 75093 USA
335 Laird Road, Unit 9, Guelph, ON N1G 4P7 CANADA





The Registrar Company

CERTIFICATE OF REGISTRATION

This is to certify that the Environmental Management System of

Borgo Upholstery Limited o/a Borgo Contract Seating

324 Carlingview Drive
Etobicoke, Ontario M9W 5G5
CANADA

has been assessed by TRC, Inc. and found to be in conformance to the following standard(s):

ISO 14001:2004

This Registration is for the following scope:

Design, manufacture and servicing of commercial seating.

Original Issue Date: October 13, 2015

Current Term Issue Date: October 13, 2015

Date of Revision: June 20, 2016

Expiry Date: September 15, 2018



President, The Registrar Company, Inc.



Certificate Number: TRC 00975

1400 Preston Road, Suite 400, Plano, TX 75093 USA
335 Laird Road, Unit 9, Guelph, ON N1G 4P7 CANADA



COMPLIANCE VERIFICATION

ANSI/BIFMA e3-2014 Furniture Sustainability Standard

AmeriGREEN Strategies does hereby award this certification based upon audited and verified data analyzed in accordance with ASTM E2129-05: Standard Practice for Data Collection for Sustainability Assessment of Building Products and ISO 14030: Environmental Performance Evaluation and ISO 19011: Guidelines for Quality and/or Environmental Management Systems Auditing to:

BORGO CONTRACT SEATING

Based upon the published standards of ANSI/BIFMA e-3 2014, AmeriGREEN Strategies has verified the published and confidential documents, invoices, bills of lading, professional certification, and/or other relevant data and has found said data to meet or exceed various elements of the e-3 published standards. From the total available 100 points, the company meets the criteria to earn a total of 48 points, which earns the GOLD Level Certification. Specifically, data has been provided to substantiate that Borgo product are manufactured while employing a number of energy efficiencies; utilize rapidly renewable resources and recycled materials where possible; preserve environmental integrity within the manufacturing and distribution cycles; and offer several end-of-life options that include both component reuse and recycling, and otherwise satisfy the various published criteria for earning points.



10628Summit Square Drive, Leesburg, FL 34788
352-551-6913

www.AmeriGREENstrategies.com

CERTIFICATION DATE: 1/10/2016

REGISTRATION: AGS-16101

Jaime C. Hayden-Piszczek

MS, LEED-AP, GBI, CHIEF AUDITOR

Pricelist

Limited Lifetime Warranty & Terms

We define excellence in fixed seating as enhancing the customer and user experience in every possible way. This begins with innovations in safety and comfort which lead to helping our customers create a space that strengthens the benefits for users.

Our expertise in fixed seating, in areas such as responsive customizing, Italian design and Canadian ingenuity, lends itself to our many offerings in corporate, hospitality and healthcare.

V o l u m e 13



borgo®

Excellence in fixed seating and more

Limited Lifetime Warranty

Borgo Contract Seating warrants that all Borgo Brand Products will be free from defects in material and workmanship for as long as you, the original purchaser/user owns the product, except as STATED below. This warranty applies only to original purchaser/user obtaining the seating directly from an authorized Borgo dealer AND PAID IN FULL BY THE AUTHORIZED DEALER. Warranties are in effect from the date of invoice and on product manufactured after January 1, 2001.

This warranty excludes normal wear and tear, damage caused during shipment and storage, damage due to accident, improper use, negligence, abuse, unauthorized alterations, improper installation, rental usage, EXTREME CLIMATE CONDITIONS. THE WARRANTY ALSO EXCLUDES THE USE OF NON-STANDARD MATERIALS IN THE MANUFACTURING PROCESS AS SELECTED BY AND REQUESTED BY THE PURCHASER/USER. The Borgo warranty is based on normal use of an eight-hour day, five days a week by individuals weighing 250 lbs or less.

Borgo will at its option, repair or replace with comparable product, any product, part or components which fails under normal use as a result of such defect. When repairing or replacing a defective product, Borgo does not guarantee a color match in dye lots, wood grain, stain and fabric patterns. When repairing or replacing a defective product pursuant to this paragraph, the customer acknowledges that all work must be performed by an authorized Borgo dealer operating within reasonable proximity to the customer, as determined by Borgo. In the event that no authorized Borgo dealer operates within a reasonable proximity to the customer, as determined by Borgo, Borgo reserves the right to arrange to have the products in question shipped to its factory in Toronto, Canada for purposes of repairing or replacing any product under this warranty. The warranty herein shall be void in the event that any repair or replacement of a defective product is undertaken by anyone other than Borgo or an authorized Borgo dealer without the written consent of Borgo.

Borgo does not warranty labour and transportation and will not authorize any warranty on parts without the appropriate warranty numbers (*label with serial number listed underneath the seat WILL VALIDATE WARRANTY. If the label is removed the warranty is void), A WARRANTY NUMBER EXAMPLE IS, C-3604-3-504-9900001. All claims with respect to any product alleged to be defective must be submitted in writing.

Borgo makes no express or implied warranties, except as stated, as to any product and in particular makes no warranty of fitness for a particular purpose, other than the express warranties contained herein. There are no other warranties expressed or implied. Borgo shall not be liable for any consequential, economic or incidental damage arising from any product defect.

This warranty applies only to Canada and the United States.

List of Warranty Limitations:

Ten Years:

Gas Cylinders (on products purchased after 1998)

Seven Years:

Standard Zero9 chairs.

Five Years:

Fabric (excluding COM & COL), Foam (Upholstery), Seating Mechanisms (MTI, Etc.), Casters, Glides, Polymer chair bases, arms, stacking chairs, wood chair frames and bases, and soft seating.

One Years:

Hospitality Series & Bingo Series

Terms and Conditions

Prices

The prices published in the price book are the manufacturers suggested retail list price (or as otherwise stated) and listed in dollars, subject to change without notice. List prices are those that are in effect at time of receipt of order. BORG0 will endeavour to keep the dealer up to date on price changes. If shipping date requested is beyond 90 days from the completion of the order, BORG0 reserves the right to use the published list prices effective at the time of shipment.

Taxes

BORG0 list prices do not include any sales tax, GST, HST, PST, excise or other applicable taxes. The purchaser is responsible to remit directly to BORG0 all such taxes when invoiced. A tax exemption certificate (if applicable) must be on file with BORG0 prior to the product being shipped, otherwise, all sales tax will be due and payable. Applicable taxes are extra.

Payment Terms

All orders will be invoiced 48 hours after the dealer (customer) has been notified that the order is ready to be shipped or picked up. Terms of payment are net 30 days from date of invoice, payable to Borgo Contract Seating. BORG0 shall exercise the right to a 2% charge per month, or 24% per annum on any past due invoice or outstanding balance. Any products sold shall remain the property of BORG0 until paid in full. The purchaser agrees to perform all acts which may be necessary to assure retention of title to said products to BORG0 until the products have been paid in full.

Credit

Should the purchaser fail to fulfill the terms of payment BORG0 may defer further shipments until all such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which BORG0 may have against the purchaser. Shipments and deliveries shall at all times be subject to approval of the purchasers credit and BORG0 reserves the right even after partial shipment or partial payment on account, to require from the purchasers satisfactory security for the due performance of the purchasers obligations Refusal to furnish such security will entitle BORG0 to defer any further shipments until such security is provided, or to cancel any order or so much of it as remains unperformed, without prejudices to any other rights that BORG0 may have against the purchaser.

Offer of Sale

Possession of this price list or any other literature shall not imply BORG0's willingness to sell to the holder will not be constructed as a direct offer of sale. The current price list shall prevail if any conflicts arise over pricing.

Terms and Conditions

Orders

BORGO has achieved ISO 9001 certification. BORGO's continued commitment to this process requires that all purchase order to be constructed as valid must be submitted in hardcopy on the purchasers company letterhead or other official company documentation with an authorizing signature This procedure is mandatory for BORGO to maintain its ISO accreditation. We ask your cooperation and understanding in making sure that no verbal purchases orders are given over the telephone. Verbal orders WILL NOT be accepted.

TO PLACE YOUR BORGO ORDER Fax your order to: 416-679-8139 or email sales@borgo.com

All orders submitted in writing will be binding only when validated by BORGO using an official acknowledgement from with the companies excepted ship date. It is the purchasers responsibility to review the acknowledgement; any incorrect information must be communicated to BORGO within 24 hours., followed by immediate written confirmation. Any error on the purchase order will delay the manufacturing of the whole order. Once the written confirmation has been received, manufacturing of the product (purchase order) will commence.

When placing orders, please provide the following information:

1. **Account Number:** Specify account number
2. **Purchaser Order Number:** Supply PO number from the party to be invoiced.
3. **Sold/Bill to:** Complete name and address. If Borgo is to invoice the end user, please provide end user purchase order made out to Borgo or Borgo c/o dealer involved. Include the fax and phone number of destination.
4. **Ship To:** Complete name and address of destination.
5. **Shipping Instructions:** Specify carrier and routing. In the event, a carrier is not specified; Borgo will determine the appropriate freight carrier and routing.
6. **Tagging Instructions:** Contact person name with phone number.
7. **SQ (Special Quotation):** Please include if a number was given. It will avoid delay in processing the order.
8. **Verbal Quote:** State individual name giving the price and date of quotation.
9. **Complete Model Number:** For example - 3604-3 (fabric grade), 108 green (fabric color), MT1 (mechanism), UAB (arms), VTW (casters), EAFS (seat foam), SPP (sliding seat pan), etc.
10. **Options:** List all options using appropriate abbreviation with correct item code for each option.
11. **Fabric Selection:** Specify pattern number and name, and color number and name. Include manufacturers name where applicable. Specify the direction in which fabric is to be cut; railroad or off the bolt (See page 09 for more details).
12. **Mechanism:** Specify model selection
13. **Arms:** Specify model selection
14. **Castors:** Specify model selection
15. **Special Instructions:** Specify any other options or accessories required.
16. **Quantity:** Specify number
17. **Price:** Specify list price and net price

Terms and Conditions

Information Notice to our Customers in the United States

The U.S. Customs Service must have the federal ID number (also called the IRS#) of the U.S. consignee (recipient) in order to clear shipments. Borgo (exporter) must provide this number on paperwork presented for U.S. Custom's clearance, as a requirement under Title 19, Code of Federal Regulations Chapter 1, Section 142.3. Failure to provide this number can, or will result in shipments being delayed until the remaining, seven numbers, example, 12-345678900 If an individual is receiving the shipment and not a company that person's social security must be provided.

E&EO (Errors and Omissions)

All acknowledgements, quotations and invoices are subject to correction for any errors and omissions.

Installation

To preserve the Limited Lifetime Warranty, BORG0 recommends that its product be installed by authorized installers. Authorized installer can be contracted through a BORG0 dealer.

Demonstration Demo Models

All demos are on loan from BORG0 usually for 5 business days. It is the responsibility of the dealer to return the demo(s) within the required time-period, otherwise, the dealer will be invoiced at the dealers standard discount structure. It is also the responsibility of the dealer to pay for the freight from and back to BORG0 (both directions). We encourage you to purchase the seating ahead of time and take advantage of the cost benefits in the dealer-discount showroom program.

Finishes & Materials

COM (Customer Own Material)

COL (Customer Own Leather)

A request for a fabric or surface material not standard to the BORG0 product line must be approved by BORG0 before acceptance of an order. Customer's own material (COM) must be shipped-freight, duties and brokerage fees prepaid and taxes properly identified with the purchaser's name, order number, ID# and fabric yardage. If the dealer must have the fabric shipped to BORG0 directly from the U.S.A., the following must be adhered to, as well as the above information.

Terms and Conditions

* The Canadian dealer must provide the supplier of COM fabric located in the USA with their Canadian “federal business number”. This allows Canada Customs and Revenue and the brokerages to assign all appropriate costs to the dealer. If the “federal business number” is not provided by the Canadian dealer to the USA supplier there will be a \$75.00 administration charge levied as well as all obligatory GST, freight and brokerage charges will be invoiced to the dealer by Borgo. The administration charge is levied when the fabric is received by Borgo from the supplier without the dealers “federal business number” shown.

COM prices use Grade 1 pricing or the lowest price listed if grade 1 is not available. COL prices use Grade 3 pricing. The standard Borgo warranty will not apply to COM and COL. Borgo assumes no accountability for fabric wear, defects or suitability and its application in the sole responsibility of the customer.

“Scotch-guarding” of a fabric is an optional extra at an additional cost.

Wood Finishes

For the customer that requests their own wood (stain) finish on chair frames and reception tables there is a surcharge of \$200.00 NET per different stain per order. For example, one purchase order has specified three different custom stains on fifteen items, the surcharge is $\$200 \times 3$ (stains) = \$600.00 NET

Shipping and Delivery

It is up to the customer to specify the freight carrier and routing. In the event, a carrier is not given, BORGO will determine the appropriate method of transportation and routing of the shipment. All deliveries are dock to dock.

F.O.B.

All products sold are F.O.B. BORGO’s plant, Toronto, Ontario, Canada unless otherwise stipulated by BORGO.

Delivery Dates

BORGO shall endeavor to deliver within the date specified on the acknowledgement. BORGO shall not incur any obligation or liability to the purchaser for failure to ship by the specified date and shall not be liable for any direct, indirect or consequential loss, damage or expense resulting from any delay.

Product Shortages

Product shortages must be noted on delivery receipts at the time of the delivery and immediately reported to the carrier for correction.

Terms and Conditions

Claims

BORGO carefully prepares and inspects all products for safe shipment. BORGO is not responsible for damage that occurs in transit. The carrier upon acceptance of the shipment assumes responsibility for the shipment's safe delivery. Claims for loss or damage (even concealed damage) sustained in transit or storage, must be filed with the carrier by the consignee (recipient). BORGO is not responsible for damage to goods that occurs in transit or storage. It is the purchasers and/or receiver's responsibility to examine the goods upon receipt and to notify BORGO of any damages, overages or shortages. Any discrepancies should be noted on the Bill of Landing. The delivering carrier will not accept responsibility for shortages or damages if signed "clear". Notification of concealed damage claims must be made to BORGO Distribution within five (5) days of delivery, along with digital pictures if available. Claims against BORGO for apparent defects, errors or shortages must be filed within five (5) days of receipt of products. Failure to claim within five (5) days shall constitute acceptance of the product and a waiver of any claims against BORGO.

Storage

In the event, the purchaser is unable or unwilling to accept delivery within (5) days of the scheduled shipping date, BORGO may transfer product to storage at the purchasers risk and expense. Upon transfer to storage, the purchaser assumes risk of loss. BORGO will invoice the purchaser for storage fees and the purchaser will make payment in accordance with BORGO's standard payment terms.

Returns

No returns of product will be accepted without prior written consent and instruction from BORGO. All return shipments must be prepaid by the customer, to the BORGO manufacturing location. All returned products must be received by BORGO in original factory packaging. A minimum restocking and handling charge of 35% of the original net price will be charged to the customer on all authorized returned product. Credit will not be issued if the product can not be used as new. It is the responsibility of the party returning the product to ensure that no further damage occurs to the product during the return shipment. Any unauthorized return shipments to BORGO will not be accepted and will be forwarded back to the customer freight collect. Special order items, COM, and COL will not be accepted for return under any condition.

Pricelist

Fixed Seating Warranty & Terms

We define excellence in fixed seating as enhancing the customer and user experience in every possible way. This begins with innovations in safety and comfort which lead to helping our customers create a space that strengthens the benefits for users.

Our expertise in fixed seating, in areas such as responsive customizing, Italian design and Canadian ingenuity, lends itself to our many offerings in corporate, hospitality and healthcare.

V o l u m e 13



borgo[®]

Excellence in fixed seating and more

Fixed Seating Product Warranty

Effective Date: Product Shipped after August 1, 2005

BORGO CONTRACT SEATING warrants products purchased hereunder to be free from defects in materials and workmanship for a period of ten (10) years from date of purchase. BORGO will repair or replace, at our option, any product that BORGO determine to be defective as a result of faulty material or workmanship. In no event shall BORGO's liability under this warranty exceed the original purchase price of the product determined to be defective. This warranty does not apply where product has been abused, mishandled or subjected to use other than for which it was designed. For the purpose of this warranty, normal wear to the product finish shall not be considered a defect. There are no other warranties expressed or implied.

Exclusions and Conditions

This warranty excludes and does not apply to:

- Conditions of other than normal wear and tear, of abuse, of neglect, of vandalism, or misuse – all as determined by BORGO CONTRACT SEATING in its sole discretion
- In-transit damage
- Products altered or modified by the user
- User attached accessories
- Light bulbs, lamps, ballasts, or consumable components
- Products not installed by Borgo Contract Seating approved installers and/or not installed in accordance with BORGO CONTRACT SEATING Installation/Application Instructions
- Products not properly maintained in accordance with BORGO CONTRACT SEATING Operating and Maintenance Procedures
- Customers own material, leather, and non-standard material and color finishes whether purchased by the customer or BORGO CONTRACT SEATING
- Natural variations occurring in wood and leather and/ or color fastness and/or variations in matching of colors, grains or textures of materials shall not be considered defects
- Product color fade

In the event of repair or replacement of the defective product (or defective component thereof) there is no responsibility for the matching of color, grain, fabric, or texture except to within commercially acceptable standards, as determined by BORGO CONTRACT SEATING in its sole discretion. There are no other warranties than those expressly stated above, whether expressed or implied (including, but not limited to any warranty of merchantability or fitness for any particular purpose) unless specifically agreed to in writing by BORGO CONTRACT SEATING in the specific circumstance. BORGO CONTRACT SEATING is not liable for consequential or incidental damage arising from any product defect.

WARRANTY NOTICE ADDRESS

Borgo Contract Seating
Attention: Theater Seating Product Warranty/Customer Service
324 Carlingview Drive
Toronto, Ontario
Canada M9W 5G5

Terms and Conditions

Prices

The prices published in the price book are the manufacturers suggested retail list price (or as otherwise stated) and listed in dollars, subject to change without notice. List prices are those that are in effect at time of receipt of order. BORG0 will endeavour to keep the dealer up to date on price changes. If shipping date requested is beyond 90 days from the completion of the order, BORG0 reserves the right to use the published list prices effective at the time of shipment.

Taxes

BORG0 list prices do not include any sales tax, GST, HST, PST, excise or other applicable taxes. The purchaser is responsible to remit directly to BORG0 all such taxes when invoiced. A tax exemption certificate (if applicable) must be on file with BORG0 prior to the product being shipped, otherwise, all sales tax will be due and payable. Applicable taxes are extra.

Payment Terms

All orders will be invoiced 48 hours after the dealer (customer) has been notified that the order is ready to be shipped or picked up. Terms of payment are net 30 days from date of invoice, payable to Borgo Contract Seating. BORG0 shall exercise the right to a 2% charge per month, or 24% per annum on any past due invoice or outstanding balance. Any products sold shall remain the property of BORG0 until paid in full. The purchaser agrees to perform all acts which may be necessary to assure retention of title to said products to BORG0 until the products have been paid in full.

Credit

Should the purchaser fail to fulfill the terms of payment BORG0 may defer further shipments until all such payments are made or may, at its option, cancel the unshipped balance without prejudice to any other rights which BORG0 may have against the purchaser. Shipments and deliveries shall at all times be subject to approval of the purchasers credit and BORG0 reserves the right even after partial shipment or partial payment on account, to require from the purchasers satisfactory security for the due performance of the purchasers obligations Refusal to furnish such security will entitle BORG0 to defer any further shipments until such security is provided, or to cancel any order or so much of it as remains unperformed, without prejudices to any other rights that BORG0 may have against the purchaser.

Offer of Sale

Possession of this price list or any other literature shall not imply BORG0's willingness to sell to the holder will not be constructed as a direct offer of sale. The current price list shall prevail if any conflicts arise over pricing.

Terms and Conditions

Orders

BORGO has achieved ISO 9001 certification. BORGO's continued commitment to this process requires that all purchase order to be constructed as valid must be submitted in hardcopy on the purchasers company letterhead or other official company documentation with an authorizing signature This procedure is mandatory for BORGO to maintain its ISO accreditation. We ask your cooperation and understanding in making sure that no verbal purchases orders are given over the telephone. Verbal orders WILL NOT be accepted.

TO PLACE YOUR BORGO ORDER Fax your order to: 416-679-8139 or email sales@borgo.com

All orders submitted in writing will be binding only when validated by BORGO using an official acknowledgement from with the companies excepted ship date. It is the purchasers responsibility to review the acknowledgement; any incorrect information must be communicated to BORGO within 24 hours., followed by immediate written confirmation. Any error on the purchase order will delay the manufacturing of the whole order. Once the written confirmation has been received, manufacturing of the product (purchase order) will commence.

When placing orders, please provide the following information:

1. **Account Number:** Specify account number
2. **Purchaser Order Number:** Supply PO number from the party to be invoiced.
3. **Sold/Bill to:** Complete name and address. If Borgo is to invoice the end user, please provide end user purchase order made out to Borgo or Borgo c/o dealer involved. Include the fax and phone number of destination.
4. **Ship To:** Complete name and address of destination.
5. **Shipping Instructions:** Specify carrier and routing. In the event, a carrier is not specified; Borgo will determine the appropriate freight carrier and routing.
6. **Tagging Instructions:** Contact person name with phone number.
7. **SQ (Special Quotation):** Please include if a number was given. It will avoid delay in processing the order.
8. **Verbal Quote:** State individual name giving the price and date of quotation.
9. **Complete Model Number:** For example - 3604-3 (fabric grade), 108 green (fabric color), MT1 (mechanism), UAB (arms), VTW (casters), EAFS (seat foam), SPP (sliding seat pan), etc.
10. **Options:** List all options using appropriate abbreviation with correct item code for each option.
11. **Fabric Selection:** Specify pattern number and name, and color number and name. Include manufacturers name where applicable. Specify the direction in which fabric is to be cut; railroad or off the bolt (See page 09 for more details).
12. **Mechanism:** Specify model selection
13. **Arms:** Specify model selection
14. **Castors:** Specify model selection
15. **Special Instructions:** Specify any other options or accessories required.
16. **Quantity:** Specify number
17. **Price:** Specify list price and net price

Terms and Conditions

Information Notice to our Customers in the United States

The U.S. Customs Service must have the federal ID number (also called the IRS#) of the U.S. consignee (recipient) in order to clear shipments. Borgo (exporter) must provide this number on paperwork presented for U.S. Custom's clearance, as a requirement under Title 19, Code of Federal Regulations Chapter 1, Section 142.3. Failure to provide this number can, or will result in shipments being delayed until the remaining, seven numbers, example, 12-345678900 If an individual is receiving the shipment and not a company that person's social security must be provided.

E&EO (*Errors and Omissions*)

All acknowledgements, quotations and invoices are subject to correction for any errors and omissions.

Installation

To preserve the Limited Lifetime Warranty, BORG0 recommends that its product be installed by authorized installers. Authorized installer can be contracted through a BORG0 dealer.

Demonstration Demo Models

All demos are on loan from BORG0 usually for 5 business days. It is the responsibility of the dealer to return the demo(s) within the required time-period, otherwise, the dealer will be invoiced at the dealers standard discount structure. It is also the responsibility of the dealer to pay for the freight from and back to BORG0 (both directions). We encourage you to purchase the seating ahead of time and take advantage of the cost benefits in the dealer-discount showroom program.

Finishes & Materials

COM (Customer Own Material)

COL (Customer Own Leather)

A request for a fabric or surface material not standard to the BORG0 product line must be approved by BORG0 before acceptance of an order. Customer's own material (COM) must be shipped-freight, duties and brokerage fees prepaid and taxes properly identified with the purchaser's name, order number, ID# and fabric yardage. If the dealer must have the fabric shipped to BORG0 directly from the U.S.A., the following must be adhered to, as well as the above information.

Terms and Conditions

* The Canadian dealer must provide the supplier of COM fabric located in the USA with their Canadian “federal business number”. This allows Canada Customs and Revenue and the brokerages to assign all appropriate costs to the dealer. If the “federal business number” is not provided by the Canadian dealer to the USA supplier there will be a \$75.00 administration charge levied as well as all obligatory GST, freight and brokerage charges will be invoiced to the dealer by Borgo. The administration charge is levied when the fabric is received by Borgo from the supplier without the dealers “federal business number” shown.

COM prices use Grade 1 pricing or the lowest price listed if grade 1 is not available. COL prices use Grade 3 pricing. The standard Borgo warranty will not apply to COM and COL. Borgo assumes no accountability for fabric wear, defects or suitability and its application in the sole responsibility of the customer.

“Scotch-guarding” of a fabric is an optional extra at an additional cost.

Wood Finishes

For the customer that requests their own wood (stain) finish on chair frames and reception tables there is a surcharge of \$200.00 NET per different stain per order. For example, one purchase order has specified three different custom stains on fifteen items, the surcharge is $\$200 \times 3$ (stains) = \$600.00 NET

Shipping and Delivery

It is up to the customer to specify the freight carrier and routing. In the event, a carrier is not given, BORGO will determine the appropriate method of transportation and routing of the shipment. All deliveries are dock to dock.

F.O.B.

All products sold are F.O.B. BORGO’s plant, Toronto, Ontario, Canada unless otherwise stipulated by BORGO.

Delivery Dates

BORGO shall endeavor to deliver within the date specified on the acknowledgement. BORGO shall not incur any obligation or liability to the purchaser for failure to ship by the specified date and shall not be liable for any direct, indirect or consequential loss, damage or expense resulting from any delay.

Product Shortages

Product shortages must be noted on delivery receipts at the time of the delivery and immediately reported to the carrier for correction.

Terms and Conditions

Claims

BORGO carefully prepares and inspects all products for safe shipment. BORGO is not responsible for damage that occurs in transit. The carrier upon acceptance of the shipment assumes responsibility for the shipment's safe delivery. Claims for loss or damage (even concealed damage) sustained in transit or storage, must be filed with the carrier by the consignee (recipient). BORGO is not responsible for damage to goods that occurs in transit or storage. It is the purchasers and/or receiver's responsibility to examine the goods upon receipt and to notify BORGO of any damages, overages or shortages. Any discrepancies should be noted on the Bill of Landing. The delivering carrier will not accept responsibility for shortages or damages if signed "clear". Notification of concealed damage claims must be made to BORGO Distribution within five (5) days of delivery, along with digital pictures if available. Claims against BORGO for apparent defects, errors or shortages must be filed within five (5) days of receipt of products. Failure to claim within five (5) days shall constitute acceptance of the product and a waiver of any claims against BORGO.

Storage

In the event, the purchaser is unable or unwilling to accept delivery within (5) days of the scheduled shipping date, BORGO may transfer product to storage at the purchasers risk and expense. Upon transfer to storage, the purchaser assumes risk of loss. BORGO will invoice the purchaser for storage fees and the purchaser will make payment in accordance with BORGO's standard payment terms.

Returns

No returns of product will be accepted without prior written consent and instruction from BORGO. All return shipments must be prepaid by the customer, to the BORGO manufacturing location. All returned products must be received by BORGO in original factory packaging. A minimum restocking and handling charge of 35% of the original net price will be charged to the customer on all authorized returned product. Credit will not be issued if the product can not be used as new. It is the responsibility of the party returning the product to ensure that no further damage occurs to the product during the return shipment. Any unauthorized return shipments to BORGO will not be accepted and will be forwarded back to the customer freight collect. Special order items, COM, and COL will not be accepted for return under any condition.