

TIPS VENDOR AGREEMENT

Between School Outfitters and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180401 Office and School Supplies Products 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 TIPS 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.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some 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. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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 company.

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 Members 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 three (3) years with an option for renewal for an additional one (1) consecutive year. 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. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause 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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

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.

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. 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

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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 by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 solicitation's specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

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 Proposal 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. Supplemental Vendor's Agreement documents 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.

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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract 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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

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 permitted for the TIPS Member to provide 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 Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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 Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same 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.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686.
And by an email sent to bids@tips-usa.com

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state

that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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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TIPS Vendor Agreement Signature Form

RFP 180401 Office and School Supplies Products and Services

Company Name School Outfitters
Address 3736 Regent Ave
City Cincinnati State OH Zip 45212
Phone 800-260-2776 Fax 800-494-1036
Email of Authorized Representative contracts@schooloutfitters.com
Name of Authorized Representative Michelle Booher
Title Sales Manager
Signature of Authorized Representative *Michelle Booher*
Date 5/3/2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fitts*
Date 6/25/18

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 VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x	Department		Department Building
Fax		Building		Floor/Room
Bid Number	180401	Floor/Room		Telephone
Title	Office and School Supplies Products and Services	Telephone	+1 (866) 839-8477 x	Fax
Bid Type	RFP	Fax	+1 (866) 839-8472 x	Email
Issue Date	4/5/2018 09:00 AM (CT)	Email	bids@tips-usa.com	
Close Date	5/21/2018 08:00:00 AM (CT)			

Supplier Information

Company	School Outfitters (Schoolhouse Outfitters LLC)
Address	3736 Regent Ave Cincinnati, OH 45212
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 260-2776
Fax	(800) 494-1036
Email	
Submitted	5/17/2018 08:00:22 AM (CT)
Total	\$0.00

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

Signature Kristy Lohmiller

Email contracts@schooloutfitters.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
2	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
3	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
4	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.)	Since 1998, educators have found School Outfitters to be an invaluable resource for furnishing their schools. With convenient online shopping and expert customer support, School Outfitters makes it easy for teachers to create effective learning environments for their students; we're a one-stop shop for all of your classroom needs. We've built relationships with some of the best-known brands in the industry, as well as building our own lines of school furniture and equipment, to ensure that educators can find the furniture and equipment they need at budget-friendly prices.
5	Primary Contact Name	Primary Contact Name	Kristy Lohmiller
6	Primary Contact Title	Primary Contact Title	National Contract Team Lead
7	Primary Contact Email	Primary Contact Email	contracts@schooloutfitters.com
8	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-260-2776
9	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
10	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Secondary Contact Name	Secondary Contact Name	Queenie Takougang
12	Secondary Contact Title	Secondary Contact Title	National Contracts Coordinator
13	Secondary Contact Email	Secondary Contact Email	contracts@schooloutfitters.com
14	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-260-2776

15	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
16	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelsey Naber
18	Admin Fee Contact Email	Admin Fee Contact Email	contracts@schooloutfitters.com
19	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-260-2776
20	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sales Department
21	Purchase Order Contact Email	Purchase Order Contact Email	sales@schooloutfitters.com
22	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	800-260-2776
23	Company Website	Company Website (Format - www.company.com)	www.schooloutfitters.com
24	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	61-1341943
25	Primary Address	Primary Address	3736 Regent Ave
26	Primary Address City	Primary Address City	Cincinnati
27	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
28	Primary Address Zip	Primary Address Zip	45212

29 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.)

Teaching supplies Classroom
Charts Preschool classroom charts
Preschool classroom Supplies
classroom Supplies Classroom
organizational supplies Early
Learning supplies elementary
Classroom Games Teacher
resources Teacher Classroom
resources Teaching aids Seat Sacks
Teaching Supplies classroom pocket
charts preschool classroom games
kindergarten classroom calendars
preschool pocket charts classroom
management tools kindergarten
classroom supplies preschool
classroom management Preschool
Furniture elementary classroom
supplies daycare classroom
supplies elementary classroom
management kindergarten
classroom management preschool
classroom calendars teacher
resources supplies daycare
classroom calendars kindergarten
classroom games early learning
classroom supplies daycare
classroom charts early learning
classroom games early learning
classroom management
kindergarten classroom clocks
kindergarten classroom charts
daycare classroom management
early learning classroom timers
preschool classroom timers
elementary classroom timers
daycare pocket charts daycare
classroom timers elementary
classroom calendars daycare
classroom clocks classroom
organization charts early learning
classroom calendars early learning
classroom clocks elementary
classroom charts classroom
management supplies kindergarten
classroom timers daycare classroom
games elementary classroom clocks
early learning classroom charts
preschool classroom clocks paper
roll foam blocks crayola crayons
science kits bulk markers vocabulary
flash cards markers bulk crayons in
bulk construction paper bulletin
board paper washable paint
kindergarten reading games pocket
charts craft paper roll preschool
games bulk crayons class paint
math flash cards wood blocks for
kids math puzzle sign language
charts kraft paper roll crayons bulk
classroom paper gross motor skill
activities preschool literacy activities
kindergarten math activities pre k
math activities elementary reading
games kindergarten wood blocks
kindergarten reading activities
crayola crayons bulk preschool
wooden blocks wooden block sets

unit blocks school paint nutrition
 teaching materials classroom craft
 kits elementary math manipulatives
 kids wooden blocks kindergarten art
 supplies preschool math activities
 kindergarten motor skills preschool
 reading games school craft kits
 childrens wooden blocks bulk
 construction paper social study
 games Classroom shelving
 Classroom organization Teachers
 wardrobe classroom bookcases
 classroom book shelves classroom
 storage classroom organizer
 classroom storage cabinets office
 storage office supplies reception
 desk lateral file vertical file hutch
 credenza waiting room laminator
 cash box paper shredder calendar
 mail filing literature display coat rack
 coat hook wall clock rug entrance
 mat filing cart recycling can trash
 can wastebasket flag paper trimmer

30 Yes - No

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

Yes

31 Yes - No

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

No

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

OR

(B) employs at least 500 persons in Texas?

32 Company Residence (City)

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

Cincinnati

33 Company Residence (State)

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

Ohio

34	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>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.</p> <p>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."</p>	(No Response Required)
35	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
36	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
37	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
38	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	3%
40	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
42	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	19
45	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(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.</p>	Yes
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <ol style="list-style-type: none"> 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 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES
- The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.
- I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.
- 50 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?
- 51 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 52 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
- 53 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

54 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this

transaction originated may pursue available remedies, including suspension and / or debarment.

56 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.

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

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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) All U.S. Departments, including the USDA are 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 and all other applicable laws and regulations.

58 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 are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

59 2 CFR PART 200 Contracts

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

Yes

60 2 CFR PART 200 Termination

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

Yes

61	2 CFR PART 200 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 the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</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	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from</p> <p>indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as</p> <p>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</p> <p>any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently</p> <p>performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on</p> <p>behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in</p> <p>the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to</p> <p>indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated</p> <p>damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified</p> <p>with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree</p> <p>to these terms?</p>	Yes

66 Remedies	<p>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.</p> <p>Do you agree to these terms?</p>	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>	Yes

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?

- 70 Alternative Dispute Resolution Yes, I Agree
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.
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree
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?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes
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.

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

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

Fingerprint
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>
If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and
(2) has or will have direct contact with students
Then you have "covered" employees for purposes of completing the attached form.
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79	Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	Some
80	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

- Terms & Conditions – Freight: Freight will be added to each order as a separate line item and will vary by item and manufacturer. All charges will be quoted at the time of the transaction and communicated with the customer prior to purchase.
- Terms & Conditions – Shipments: Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.
- Installation Services: Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates when requested by the customer at the time of quote.
- Pricing: School Outfitters is offering an additional percentage off of our already discounted prices on our website www.schooloutfitters.com for all of the manufacturer's listed on our Pricing page. We are offering TIPS better pricing than typically offered for other like cooperative procurement organizations.
- TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount.
- Volume discounts are available by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted. Required Federal Contract Provisions of Federal Regulations for Contracts: The customer is responsible for telling School Outfitters that the purchase is being made with Federal Funds and that Federal Regulations Requirements must be met. Required Federal Contract Provisions of Federal Regulations for Contracts and Sub-Contracting: The customer is responsible for telling School Outfitters that the purchase is being made with Federal Funds and that Federal Regulations Requirements for sub-contracting must be met.
- School Outfitters works with a National and Regional Networks of installers who sub-contract the work to local installers where the work is to be performed. The National

installer will contact a small, minority or women owned business to perform the work if they have one in the area. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.

- In regards to Attribute 86, School Outfitters allows for the most qualified subcontracted to perform the work. We will include the opportunity for a small and minority business, women's business enterprises, and labor surplus area firms to quote a project if available in the area.

- School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

82 Agreement Deviation/Compliance

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

Yes

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

- Terms & Conditions – Freight: Freight will be added to each order as a separate line item and will vary by item and manufacturer. All charges will be quoted at the time of the transaction and communicated with the customer prior to purchase.
- Terms & Conditions – Shipments: Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.
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84 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

(No Response Required)

85 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

86 YES or NO

Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

YES

87 YES or NO

If yes to #86, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

88 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".
Points will be assigned to this criterion based on your answer to Attribute 87 of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Line Items

Response Total: \$0.00

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	Contact Name	Email	Contact Phone
Los Angeles USD	James Koontz	jck6411@lausd.net	213 241-5423
Sycamore Community School District	Chad Lewis	lewisc@sycamoreschools.org	513 686-1700
Lake Washington School District	Marlee Sunderland	msunderland@lwsd.org	425-936-1421
Merced Union High School District	Terry Schultz	tschultz@muhsd.org	209-385-6402
Miami Dade County Public Schools	Heidi Carlo	hcarlo@dadeschools.net	305 995-7705
Jackson County Schools	Troy Johnson	tjohnson@jackson.k12.ga.us	706-654-2044

Certification Regarding Lobbying

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

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

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

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

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

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

School Outfitters

Name of Organization

3736 Regent Ave, Cincinnati, OH 45212

Address, City, State and Zip of Organization

Michelle Booher - Sales Manager

Name & Title of Submitting Official


Signature

5/3/2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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 must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

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: Michelle Booher
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: _____

OR

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

Signature of Authorized Company Official: Michelle Booher

OR

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): _____

You may attach another sheet

Signature of Authorized Company Official: _____

TIPS RFP 180401 Office and School Supplies Products and Services

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.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and **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 and Title 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

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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.

Tom Brennan _____ CEO
Printed Name authorized company officer Title of authorized company officer

3736 Regent Ave Cincinnati OH 45212 800-260-2776
Address City State ZIP Phone

Signature _____ Date 5/4/18

Limited Warranty

ACCO Brands USA LLC, Four Corporate Drive, Lake Zurich, IL 60047 (in Canada, ACCO Brands Canada Inc., 7381 Bramalea Rd. Mississauga, ON L5S 1C4; and in Mexico, ACCO Mexicana, S.A. de C.V. Av. Circuito Industrial Norte #6 Parque Industrial Lerma 52000, Lerma Edo. De México) (each, respectively, "ACCO Brands") warrants to the original purchaser that this ACCO Brands product is free from defects in workmanship and material under normal use and service for a period of lifetime of the backpack after purchase.

ACCO Brands' obligation under this warranty is limited to replacement or repair, at ACCO Brands' option, of any warranted part found defective by ACCO Brands without charge for material or labor. Any replacement, at ACCO Brands' option, may be the same product or a substantially similar product that may contain remanufactured or refurbished parts. This warranty shall be void in the following circumstances:

- (i) if the product has been misused,
- (ii) if the product has been damaged by negligence or accident, or
- (iii) if the product has been altered by anyone other than ACCO Brands or ACCO Brands' authorized agents.

For warranty execution, please call:

1-800-648-6323 in the USA
1-800-268-3447 in Canada
52.55.15005700 in Mexico

TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESSED WARRANTIES. REPRESENTATIONS OR PROMISES INCONSISTENT WITH OR IN ADDITION TO THIS WARRANTY ARE UNAUTHORIZED AND SHALL NOT BE BINDING ON ACCO BRANDS. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ANY IMPLIED WARRANTIES (IF APPLICABLE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ACCO BRANDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, WHETHER OR NOT FORSEEABLE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR SIMILAR DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

FOR CONSUMERS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS IN THEIR JURISDICTION OF PURCHASE OR, IF DIFFERENT, IN THEIR JURISDICTION OF RESIDENCE, THE BENEFITS CONFERRED BY THIS WARRANTY ARE IN ADDITION TO ALL RIGHTS AND REMEDIES CONVEYED BY SUCH CONSUMER PROTECTION LAWS AND REGULATIONS.

To the extent permitted by law, this warranty is not transferable and will automatically terminate if the original product purchaser sells or otherwise disposes of the product.

This warranty gives you specific legal rights. Other rights, which vary from jurisdiction to jurisdiction, may exist. In addition some jurisdictions do not allow (i) the exclusion of certain warranties, (ii) limitations on how long an implied warranty lasts and/or (iii) the exclusion or limitation of certain types of costs and/or damages, so the above limitations may not apply.



Warranty

2018

QUALITY GUARANTEE

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

WARRANTY

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

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

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



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

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

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

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

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



Corporate/Manufacturing:
2885 Lorraine Ave · Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 · Austin, TX 78745

Phone: 800.749.2258 · **Fax:** 866.888.7483

Web: www.moorecoinc.com · www.vanerumna.com

MooreCo Products Limited Warranty:

MooreCo warrants that your Product is free from defects in materials or workmanship, subject to the below schedule. This warranty only applies to Products purchased directly from an authorized MooreCo dealer and is only valid for the original purchaser and for the original installation. The warranty is terminated upon transfer, sale, or modification of the Product.

If a Product is defective in materials or workmanship, MooreCo will replace or repair it at no charge, based on the below schedule. This is your sole and exclusive remedy, and repair or replacement of the Product will be at the sole discretion of MooreCo. Shipping charges to the repair facility will be the responsibility of the purchaser, and shipping charges to return the repaired Product to the purchaser will be paid by MooreCo, except for Products returned for repair during the first 30 days after purchase, in which case all shipping charges will be paid by MooreCo. This warranty is subject to the limitations, exclusions and other provisions below, and applies to Products purchased after February 1, 2010 which are delivered within the United States of America and the Commonwealth of Canada.

Limitations involving particular Product lines, materials and components: The particular Product lines, materials and components listed below are warranted according to the following schedule from the date of sale:

Products	Warranty
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Economy Soft Seating	1 Year
HPL laminate desks, tables, workstations, carts, and other furniture	12 Years
Height adjustable seating	2 Years
Non-adjustable seating	12 Years
Contract Soft Seating	See Spec Guide for details
The surface of whiteboards & mobile whiteboards with surface of glass, porcelain steel, porcelain aluminized steel & Rubber-Tak	50 Years
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite	5 Years
The surface of whiteboards and mobile whiteboards with a surface of Mark-Rite	3 Years
iTeach and Tablet/Chromebook charging carts - with exception of electrical components	12 Years
iTeach and Tablet/Chromebook charging carts - electrical components only	1 Year
OneBoard - Surface Warranty	Limited Lifetime - MooreCo warrants the owner of the original installation that the surface material is to be free of defects for a lifetime of normal use
OneBoard - Electrical	2 Years
OneBoard - Operating System compatibility	No warranty is express or implied due to future operating system updates and other modifications including software versions. Contact MooreCo for details
Other Products not listed	1 Year



Corporate/Manufacturing:
2885 Lorraine Ave • Temple, TX 76501

Showroom:
4930 S Congress Ave Ste 305 • Austin, TX 78745

Phone: 800.749.2258 • **Fax:** 866.888.7483

Web: www.moorecoinc.com • www.vanerumna.com

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

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

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

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

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

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

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

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



Warranty Statement

Manta Ray, Inc. offers a 1 year warranty against manufacturer defects. This does not include damage by carrier or negligence and abuse



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

Sincerely,

Jim Phillips
President

Copernicus Educational Products, Inc.

"insert quote here"

Manufacture Limited Warranty

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

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

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

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

TOLL FREE: 1-800-267-8494 TEL: 519-848-3664 FAX: 519-848-6619 EMAIL: info@copernicused.com WEB: www.copernicused.com

CANADA: RR#3, 8194 County Road 109, Arthur, ON N0G 1A0 USA: PMB# 459, 60 Industrial Pkwy, Cheektowaga, NY 14227



May 7, 2018

Crayola LLC
1100 Church Lane
Easton PA 18044

To whom it may concern:

All Crayola merchandise is guaranteed against manufacturing defects or errors.

Connie Legath

Connie Legath
Crayola LLC
Account Manager

1100 Church Lane • PO Box 431 • Easton, PA 18044-0431 • 610.253.6272



Dahle Warranty Information

Dahle Professional Shredders

Dahle guarantees its shredders to be free from manufacturing defects (materials / workmanship) for a period of 2 years (1 year on PaperSAFE®). Dahle offers a lifetime guarantee on the cutting cylinders (1 year on P-6 & P-7 shredders / 5 years on PaperSAFE®).

This warranty does not cover damage caused by improper oiling, paper jams, misuse, abuse, improper line voltage, or unauthorized repair. This warranty applies to the original purchaser only and is not transferable. There are no other warranties expressed or implied beyond the face of this agreement. For service or more information on this warranty, contact a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Trimmers & Guillotines

Dahle North America, Inc. offers a lifetime warranty against defects in manufacturing, materials and assembly (excludes cutting blades and clamp). This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Stack Cutters

Dahle North America, Inc. offers a lifetime warranty against defects in manufacturing, materials and assembly (excludes cutting blades). This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Super Scissors

Dahle North America, Inc. offers a lifetime warranty against defects in manufacturing, materials and assembly. This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Vantage Scissors & Dahle Professional Scissors



Dahle North America, Inc. offers a 90 day limited warranty against defects in manufacturing, materials and assembly.

This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Sharpeners & Lead Pointers

Dahle North America, Inc. offers a lifetime warranty against defects in manufacturing, materials and assembly (excludes cutting blade).

This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Vantage[®] Trimmers

Dahle North America, Inc. offers a 1 year limited warranty against defects in manufacturing, materials and assembly (excludes cutting blade).

This warranty applies to the original owner only. It does not cover damage caused by abuse, misuse, or unauthorized repair. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Dahle Vantage[®] Cutting Mats

Dahle North America, Inc. offers a 90 day limited warranty against defects in manufacturing, materials and assembly.

This warranty applies to the original owner only. It does not cover damage caused by abuse or misuse. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.

Novus Staplers

Novus Staplers are guaranteed to be free from manufacturing defects (materials / workmanship) for a period of 25 years.

This warranty is only valid when Novus Professional staples are used. This warranty applies to the original purchaser only and is not transferable. For warranty service, please call a Dahle [Customer Relations Representative](#) at (800) 995-1379.





WARRANTY

Any products deemed defective will be covered under the prevailing ECR4Kids Warranty Policy available at www.ecr4kids.com. For defective product purchased domestically and shipped into Canada (or any other international location), the cost of the product plus 20% for freight and customs charges will be credited back to the Dealer. Replacement goods can be purchased again and added to the next open sales order. Expressly excluded under the ECR4Kids Warranty Policy are casters, vinyl/fabric upholstery material, electrical power strips and energy surges, damage resulting from sun/rain or weather, and ink based products. Supporting information and imagery may be requested to substantiate any claim. Product misuse/abuse and freight damage will not be covered under the ECR4Kids Warranty Policy.

TESTING AND COMPLIANCE

ECR4Kids is committed to ensuring all products are safe for their intended uses and meet or exceed the mandatory compliance of all applicable standards, requirements, rules, and regulations set by the U.S. and Canadian governments. Certificates of Compliance (COC) are available for download at www.ecr4kids.com/resources.

ECR4KIDS WARRANTY POLICY

QUALITY SATISFACTION GUARANTEE (QSG)	<p>ECR4Kids guarantees the quality of all of our products. You can trust the quality and safety of our furniture and materials, providing the peace of mind that our products are made to last. We are committed to your complete satisfaction. If for any reason, you are not satisfied with the quality and workmanship of our products, simply return it within the first 30 days of purchase. We are here to service your needs and are working toward becoming one of your most trusted suppliers.</p>	
WARRANTY	<p>ECR4Kids warrants that its products shall be free of all substantial defects in original material and workmanship that may become evident within certain time constraints. This limited warranty does not cover apparent defects caused by abusive or abnormal use of the product, or failures resulting from inadequate inspection and maintenance. ECR4Kids may repair or replace, at its option, any portion of the product which proves to be defective under the terms of this limited warranty at no further cost to the buyer. Proof of purchase from an authorized dealer is required. Customer must present proof of defect in the form of images and/or actual defective product at the time of claim to ECR4Kids. ECR4Kids can and will request that defective product be presented for review at our discretion.</p> <p>THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ECR4Kids shall be liable under this limited warranty only for the cost or, at its option, the repair or replacement of defective products. All incidental or consequential damages which may arise, including but not limited to business losses, personal property damage, and third party liabilities are hereby expressly excluded. Also expressly excluded under this warranty are glides/casters, vinyl/fabric upholstery material, damage resulting from sun/rain or weather, and ink based products,</p>	
WHAT WARRANTY COVERS	Fabric Seams	Unraveling, tearing, ripping, cracking or splitting
	Eyelets	Coming apart or loose from the cot cover fabric
	Cot Corners (Plastic Legs)	Cracking or breaking
	Chair Seat/Back	Cracking or breaking
	Metal Parts	Bending, rusting or breaking
	Wood	Splitting
	T-mold/Edge banding	Separating
	Table Legs	Bending, rusting or breaking
	Chair Frame	Bending, rusting or breaking



**Learning
Resources**



**Educational
Insights**

Warranty Statement

Damaged merchandise must be reported to our Customer Service/Credits department within 30 days of receipt of shipment. For damages that are a result of product defects a credit will be issued and a replacement shipped, and billed if applicable. For goods showing damages on the shipping carton (please provide photographic evidence) have the carrier note damages on the freight bill or contact your representative immediately. When a customer contacts us that a product is not working properly we will troubleshoot to see if it's a reset or battery issue (for electronics) or if there are missing or broken parts we send out replacements if we have them on hand.

Thank you,

Tammy Joyner

Regional Sales Manager- Eastern Division



Limited Warranty Policy

Elite Screens, Inc. ("Elite Screens") warrants its products to the first retail purchaser, if purchased new and operated in the United States or Canada, to be free from defects in workmanship and materials (except as provided below) for a period of (2) years from the date of original purchase, and (3) years for products purchased directly by educational, non-profit, religious or government organizations.

Refurbished products purchased directly from Elite Screens are warranted for a period of (90) days from the date of original purchase.

For warranty service, you must provide proof of purchase and the serial number of your product.

Should this product prove defective during the warranty period, please visit www.elitescreens.com/rmaform and submit a warranty claim form. You must provide your proof of purchase, the serial number of your product, and describe the problem you are experiencing with your screen. An Elite Screens representative will determine whether the product requires service, and provide you with further instructions on how to proceed with your warranty claim.

If your product is missing parts, Elite Screens will, at its option, replace the part without any charge, including shipping and handling, provided that that you report your

claim within (7) days of receipt. If you report your claim after (7) days of receipt, but within (30) days of receipt, Elite Screens will, at its option, replace the part without charge, but you will bear the cost of shipping and handling. If you report your claim after (30) days of receipt, you will bear all costs to replace the part.

If a return is needed, Elite Screens will issue you a Return Merchandise Authorization ("RMA") Number. This number is valid for (45) days from the date of issue, and is required to process any returns. A returned item sent to Elite Screens without a *visible* or valid RMA Number is subject to refusal by Elite Screens. You are responsible for the cost of returning the item and ensuring the product is properly packaged to prevent damage in transit.

Once a returned product is received, Elite Screens will, at its option, replace the product or part without charge, including ground service freight. The replacement product or part may be new or refurbished to the Elite Screens standard of quality, and is subject to stock availability. Elite Screens' liability for replacement of the covered product will not exceed the original retail selling price of the covered product. Exchange products and parts assume the remaining warranty period of the original product covered by this limited warranty.

This warranty is not transferable and does not cover product purchased by another end user. This warranty does not cover incidental damages, such as loss of time, loss of use, or installation costs of defective, repaired or replaced product. This warranty does not cover product that has been damaged or rendered defective as a result of (a) neglect, abuse or misuse; (b) modification of the original product; (c) improper use or installation of products not manufactured by Elite Screens; (d) service provided by anybody other than

Elite Screens; (e) abnormal mechanical or environmental conditions; (f) unusual physical or electrical stress -including failure or fluctuation of electrical power, lighting, static electricity, fire, tornadoes, or other natural disasters.

Elite Screens does not warrant against freight damage, concealed or otherwise, unless product is shipped directly from an Elite Screens facility. You must contact the vendor and the delivering carrier to report freight damage within (7) days of receipt. Failure to report freight damages within the carrier's guidelines may result in you bearing all costs.

THIS LIMITED WARRANTY AND REMEDY PROVIDED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. ELITE SCREENS, INC. DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS LIMITED WARRANTY GIVES THE END USER SPECIFIC LEGAL RIGHTS, AND THE END USER MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY, ELITE SCREENS, INC. SHALL NOT BE LIABLE FOR ANY LOSS, INCONVENIENCE, OR DAMAGE, INCLUDING DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM THE USE OR INABILITY TO USE THE ELITE SCREENS PRODUCT, OR FOR LOST DATA OR LOST SOFTWARE WHETHER RESULTING FROM BREACH OF WARRANTY OR ANY OTHER LEGAL THEORY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY.

In Canada, warranties include both warranties and conditions. Some jurisdictions do not allow limitations on how long an implied warranty lasts and some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you

specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.



Flagship Carpets®
ENRICHING EDUCATION FROM THE FLOOR UP FOR OVER 40 YEARS

734 S. River Street, Calhoun, GA 30701
8 0 0 . 8 4 8 . 4 0 5 5
www.flagshipcarpets.com

WARRANTY

Warranty on Rugs

All rugs come with a useful life limited wear warranty.

Flagship warrants that its rugs will lose no more than 10% of the yarn during the useful life of the rug commencing at the time of the purchase. Flagship warrants abrasive wear only. This warranty does not cover tears, burns, pulls, cuts, pilling, matting, or damage due to improper use or improper cleaning agents or methods, nor does it cover rugs on stairs or outside areas. Warranty does not apply to improper maintenance

Flagship Solid Color Carpet Warranty (Good/Better/Best)

Ameristrong / Good: 20 oz face weight, 10 year abrasive wear warranty

Americolors / Better: 30 oz face weight, Lifetime abrasive wear warranty

Amerisoft / Best: 35 oz face weight, Lifetime abrasive wear warranty

Warranty on Serging

90 day limited warranty for manufacturing defects with useful life reserge warranty.

Flagship Carpets warrants 100% of the cost to return, reserge and reship it's rugs for 90 days from receipt of goods. After 90 days and for the useful life of the rug, customer pays for return freight and flagship carpets will reserge and return the repaired rug free of charge. Because of health concerns, all rugs returned for repair must be professionally steamed or hot water cleaned at customer's expense prior to return; proof of cleaning may be required.

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

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



TERMS AND CONDITIONS

NEW ACCOUNTS: Set up as prepaid for the first six months. Please provide bank and 3 trade references for terms following qualifying period.

ORDERING: Opening order minimum of \$250. Re-orders under \$250 will incur a \$5.00 under minimum charge. Order cancellation must be received in writing 5 days prior to the scheduled ship date. Orders shipped prior to notification of cancellation are buyer's responsibility. Orders for immediate shipment may not be cancelled.

PAYMENT: Net 30 days for credit accounts. Past due accounts are subject to an interest charge of 1.5% per month, 18% annually. Buyers agree that if invoices are not paid in accordance with terms they will pay all costs for collection, including attorney's fees.

• **Credit Card Surcharge:** Any invoice over \$7,500 that is paid by credit card will be assessed a 3% surcharge.

BACKORDERS: Guidecraft does not automatically cancel backorders. All backorder shipments are subject to the same terms and conditions as initial order.

DROP SHIPMENTS: Guidecraft will drop ship any items(s) directly to your customer. Only available in the US and Canada.

CUSTOMER SERVICE: Shipping errors and/or damages must be reported within 7 days of customer's receipt of goods for credit or product replacement. Defective product will be replaced for up to one year from customer's receipt of goods. No returns on overstocks.

CATALOGS: First 25 free of charge. Catalogs in excess of 25 will incur freight charges.

FREIGHT: All domestic orders will ship FOB Winthrop, MN 55396 and will ship via UPS, FedEx Ground or Common Carrier. All orders from Canada will ship FOB Mississauga, Ontario L5R 3G3 and will ship via Purolator, UPS, FedEx Ground or Common Carrier. All orders shipped from The Netherlands will ship FOB from Tilburg, The Netherlands. 5000 via DPD, DHL or Common

Carrier. Guidecraft will ship your orders prepaid using the carriers mentioned above. Service for these charges will be added to your invoice. Guidecraft has contracts with several carriers and will endeavor to select the least expensive carrier; however we cannot guarantee that the least expensive carrier will always be located or used for a particular route or delivery. You are free and encouraged to specify your own carrier, and have the shipping charges billed directly to you from the freight carrier (*The Netherlands not included).

• **Business-to-Business Shipments:** Including shipment to you or drop shipments to your customers that have a company name. Unless specifically directed, Guidecraft will ship all Business-to-Business shipments via common carrier, enlisting no special services.

• **Business-to-Consumer Shipments:** Drop ships on your behalf to individuals will be shipped by common carrier using Residential delivery rates. No other special services will be specified (*The Netherlands not included).

• **Special Services:** Please keep in mind that if special services are required we ask that you let us know at time of order by noting these requirements on your purchase order so these services can be billed at time of shipment. If additional services are requested or performed by the carrier, these services can result in additional charges. Common additional services encountered in our industry include, but are not limited to, residential delivery, inside delivery and lift gate service. If these services are not noted, but are deemed required by the carrier a special freight adjustment invoice will follow your original invoice. These additional charges are your responsibility.

• **Free Freight Program:** Orders of \$2500 or more will be shipped FFA to a single destination within the continental USA. The program cannot be combined with any other discounts, programs or special offers. On qualifying FFA orders, Guidecraft reserves the right to hold orders so that FFA shipment values exceed \$2,500 and/or to cancel back orders. Items that ship via LTL do not qualify for the Free Freight program.



Warranty Terms

Warranty begins from the date item shipped from our warehouse. Metal Carts limited Lifetime Warranty on Housing/Casing. Electrical 1 year. All other products are 1 year from date of shipment.



iCreate to Educate
trading as HUE
900 E Pecan St.
#300-194
Pflugerville, TX 78660

Warranty Statement

All Hue HD products have a one-year replacement warranty from date of purchase.

Jonti-Craft Warranty

Jonti-Craft, Inc. guarantees customer satisfaction on all products. If you are not satisfied with any product, simply call our Customer Relations team before it has been used. They will be happy to assist you in a warranty claim. Jonti-Craft, Inc. will also extend the following guarantees against any defect in material or labor, absent any misuse or damage by the customer:

Jonti-Craft Product Line	Warranty Period
<ul style="list-style-type: none">• Jonti-Craft® Birch classroom furniture• Rainbow Accents® classroom furniture• MapleWave® classroom furniture• KYDZ Suite® classroom furniture• TrueModern® classroom furniture• Young Time® classroom furniture	Limited Lifetime
<ul style="list-style-type: none">• Berries® Tables + Chairs• Jonti-Craft® KYDZ Ladderback chairs	5 Years
<ul style="list-style-type: none">• ThriftyKYDZ® furniture• Jonti-Craft® Glider Rocker	1 Year



LIMITED WARRANTY

Your Ken-A-Vision® products are warranted from the date of purchase for the following period on the terms and conditions set forth below.

Warranty Period

- Aqua Flex is covered by a one-year limited warranty
- CeilingDocCam is covered by a three-year limited warranty
- Digital/Video Microscopes are covered by a one-year (camera) and ten-year (microscope) limited warranty
- FlexCam® is covered by a two-year limited warranty
- FlexCam 2 is covered by a five-year limited warranty
- kena® is covered by a one-year limited warranty
- Microprojector is covered by a lifetime limited warranty
- Microprojector 2 is covered by a 90 day (camera) and five-year (microscope) limited warranty
- Microscopes are covered by a ten-year limited warranty (excluding battery)
- Multi-Charger is covered by one-year limited warranty
- Professor Microscopes are covered by one-year limited warranty (excluding battery)
- PupilCam® (USB/Video Series) is covered by one-year limited warranty
- Video Flex® 7000 series is covered by a five-year limited warranty
- Video Flex 2100 Explorer is covered by a two-year limited warranty
- Vision Viewer™ 7800 Series is covered by three-year limited warranty
- Stereo Microscopes are covered by a ten-year limited warranty (excluding battery)

Terms and Conditions

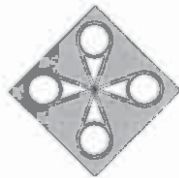
Ken-A-Vision warrants your product against defects in material and workmanship for the period set forth above from the date of purchase. If your product fails during the warranty period, contact your Ken-A-Vision dealer to arrange shipment to the factory or, to contact Ken-A-Vision directly, please call 1-800-627-1953.

This warranty is limited to exchange or repair, at the option of the factory, and Ken-A-Vision is not liable for any other damages, either direct or consequential. No warranty shall apply to any Ken-A-Vision product or any part thereof which has been subject to accident, alteration, modification, abuse, misuse, flood, fire, disassembly, or unauthorized repair, or if the serial number has been altered, defaced or removed.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND ANY OTHER WARRANTIES EXPRESS OR IMPLIED

Ken-A-Vision Mfg. Co., Inc.
5615 Raytown Road, Kansas City, MO 64133 USA
816-353-4787 fax: 816-358-5072
email: info@ken-a-vision.com <http://www.ken-a-vision.com>

INS-WARRANTYv5



ken-a-vision®
KNOWLEDGE THROUGH VISION

Warranty Registration

Thank you for purchasing a Ken-A-Vision® product.

To fill out your warranty card,

Visit: <http://ken-a-vision.com/support/warranty>

Call: 816-353-4787
to speak with a customer service representative

Having trouble?

Visit: <http://ken-a-vision.com/support/troubleshooting>

Learniture Warranties

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

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

Learniture School Chair and Stool

LIMITED WARRANTY

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

Learniture School Desk

LIMITED WARRANTY

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

Learniture Tables

LIMITED WARRANTY

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

Learniture Laptop Storage Cart

FIVE-YEAR LIMITED WARRANTY

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

Learniture Science Furniture

LIMITED LIFETIME WARRANTY

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

Learniture Cafeteria Furniture

15-YEAR LIMITED WARRANTY

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

Learniture Common Area Furniture

FIVE-YEAR LIMITED WARRANTY

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

Learniture Locker

FIVE-YEAR LIMITED WARRANTY

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

SAFETY IS OUR SIGNATURE ✓

From day one, we've signed our names to every product we make. We take that signature seriously. It's our commitment to you that you can trust Melissa & Doug products. Our products comply with all U.S., E.U., and other international safety regulations. Here's how we go above and beyond when it comes to testing and safety:



We Test in Our Homes



We Test at Different Production Phases



We Have Independent Agencies Test Our Products

We use sustainable materials. Our wood toy factories are all Forest Stewardship Council (FSC) certified. Melissa & Doug adheres to the International Council of Toys Industry's (ICTI) Code of Business Practices. The code promotes ethical manufacturing, in the form of fair labor treatment, as well as, employee health and safety in the toy industry supply chain, worldwide. Within ICTI's Code is the ICTI CARE (Caring, Awareness, Responsibility, Ethical) Process, the international toy industry's ethical manufacturing program, aimed at ensuring safe and humane workplace environments for toy factory workers worldwide. We are compliant with the ICTI Code of Business Practices and actively participated in the CARE process.

**Norwood Commercial Furniture 20 Year
Limited Warranty ***

All Norwood Commercial Furniture is warranted for 20 years due to manufacturer's defect in materials and workmanship.

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

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

** Norwood white boards are covered under a separate warranty*

Norwood Porcelain White Board Limited Warranty

The Norwood Porcelain White Board is warranted for 10 years and surfaces are warranted for 50 years against manufacturers defect in materials or workmanship. While under warranty School Outfitters will repair or replace any defective part(s) to the original purchaser.

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

Sprogs Early Learning 20 Year Limited Warranty

All Sprogs Early Learning Furniture is warranted for 20 years due to manufacturer's defect in materials and workmanship, 12 months on cot sheets and blankets.

While under warranty School Outfitters will repair or replace any defective item to the original purchaser.

School Outfitters offers free lifetime serge repair for Sprogs Rugs. Customer is responsible for all freight charges outside of the warranty coverage.

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

U.S. and Canada

Terms are net 30 days, FOB Worthington, Ohio USA, a service charge of 1.5% will be applied on invoice amounts past due 30 days • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice • Drop shipments not available in Canada • OHAUS Corporation's products are warranted against defects in materials & workmanship from date of delivery through duration of the warranty period. During the warranty period OHAUS will repair, or, at its option, replace any component(s) that proves to be defective at no charge, provided that the product is returned, freight prepaid, to OHAUS Corporation. All other approved returns require issuance of a Return Order number from Parsippany, NJ, USA and may be subject to a 20% restocking fee. This warranty does not apply if the product has been damaged by accident or misuse, exposed to radioactive or corrosive materials, has foreign material penetrating to the inside of the product, or as a result of service or modification by other than the OHAUS Corporation or an authorized OHAUS Regional Service Center. This warranty only covers products shipped within the United States and to Canada by OHAUS Corporation to the dealer within the United States and in Canada. The warranty period for OHAUS products shall begin at the date of shipment to the end-user, or 3 months from the date of shipment to the dealer by OHAUS Corporation, whichever occurs first. A properly completed Warranty Registration Form must be received by OHAUS Corporation or product may be registered at www.ohaus.com within 30 days from the date of purchase to initiate coverage under the warranty. No other expressed or implied warranty is given by OHAUS Corporation. OHAUS Corporation shall not be liable for any consequential damages.

Outside U.S. and Canada

Payment terms: As per agreement • All prices Ex-Factory, Worthington, Ohio USA • Service charge of 1.5% will be applied on invoice amounts past due • All approved returns require issuance of a Return Order number from Parsippany, NJ, USA • Restocking fee 20% of dealer net • Minimum order: \$50.00 • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice.

Business Partner Code of Conduct

OHAUS is committed to conducting its business ethically, legally and in a socially responsible manner. We expect our business partners and Dealers to share this commitment and we have therefore developed this Business Partner Code of Conduct. It covers Ethical Conduct, Fair Competition, Environment, Health and Safety, as well as Labor Practices. This code applies to all your activities in your business relationship with us. It defines the minimum standards of business conduct we expect you to comply with in your business relationship with OHAUS. You must also comply with all applicable laws, regulations, and codes of the countries in which you operate. We encourage you to work with your own business partners to ensure they also strive to meet the principles of this code, or equivalent principles. For more information and to view the whole code, please visit ohaus.com/business-partner.

Six Month Warranty			Three Year Warranty
Starter Series Electrodes			Harvard Junior® Balances
One Year Warranty			TJ611 Balance
Accessories	Hand Held Scales	SD & Catapult Scales	Five Year Warranty
Aviator® Scales	Indicators, all models	Spring Scales	All Other Mechanical Balances
CS & CL Scales	JE Emerald & JR Ruby Scales	Starter Series Meters	Ten Year Warranty
D500 Beam Scales	MB25 with MB27	TAJ Scales	Triple Beam Pro® Balances
Defender® Scales	Navigator® Scales	Valor® Scales	
CKW Scales	Primer® Balance	VX & VN Floor Scales	
ES Scales	PS Scales	Weights & Weight Sets	
FD Scales	Ranger® Scales	Y Series Scales	
Frontier Mini Centrifuge	Scale Bases, all models		
Two Year Warranty			
Adventurer® Balances	MB90 & MB120	Scout® STX, SPX & SJX Balances	
Explorer® Balances	Pioneer® & PAJ Balances	Vortex Mixers	
Hotplates & Stirrers	Dry Block Heaters	Homogenizers	
Open Air Shakers	Incubating & Incubating	Frontier Micro & Multi Centrifuges	
Labjaws Clamps & Supports	Cooling Shakers		

Any product not listed above includes a one year warranty

All replacement parts include a 90 day warranty

The following product names, features and services are trademarks owned by OHAUS® Corporation, and are protected by international copyright laws. Those trademarks followed by (®) are registered trademarks of OHAUS Corp.; all others are trademarks of OHAUS Corp. The appropriate (®) or (™) mark should appear with its appropriate name as governed by law. Registered Trademarks: Adventurer®, Aviator®, Catapult®, Cent-O-Gram®, Defender®, Dial-O-Gram®, Explorer®, Navigator®, OHAUS®, Pioneer®, Primer®, Ranger®, Scout®, Triple Pro®, Trooper®, Valor®, Voyager®. Trademarks: AutoCal™, Caltest™, Champ™, FillGuide™, Harvard Junior™, InCal™, Maxi-Scoop™, Modular Concept™, Moveable FineRange™, ProgramLink™, QuadraStance™, ScientificStoreRoom™, SmarText™, Traveler™, Weigh the Benefits™. Permission is required to reproduce the OHAUS Logo or OHAUS trademarks for use in printed materials or for electronic transmission. Please contact OHAUS Marketing Communications for permission.

Limited Product Warranty

Integrity Distribution LLC (Manufacturer) warrants its products to be free of defects in materials and workmanship due to manufacturing errors and are subject to the conditions, limitations, and exclusions set forth below.

There is no other express warranty. Implied warranties, including those of fitness for a particular purpose, are limited to two years from date of manufacture, or to the extent permitted by law any, and all implied warranties are excluded. Liability for incidental or consequential damages are excluded to the extent exclusion to the extent exclusion is permitted by law.

Some states or countries do not allow limitations on how long warranty lasts, and some states or countries do not allow the exclusion or limitation of incidental or consequential damages, so the able limitation and exclusion may not apply to Purchaser. This warranty gives Purchaser specific legal rights and Purchaser may also have other rights, which vary from state to state and country to country. We authorize no person to change or add to any of our obligations under this warranty. Our obligations for service and parts under this warranty must be performed by the Manufacturer only.

Warranty Period	
New Indoor Products.....	2 Years
New Outdoor Products.....	1 Years
Reconditioned Products.....	90 Days
Quick Connection.....	90 Days

The Warranty Period begins on manufacture date. This Warranty is applicable only to the Original Purchaser of the warranty product and is not transferable. All secondary owners are exempt from receiving warranty service, including all and any products transferred from business sales, online auctions or other means of obtaining our products other than directly from an authorized dealer. Proof of purchase and product registration are required for any limited warranty on Integrity Distribution LLC products.

Support at www.OzarkRiver.com

Warranty Information

The Manufacturer will repair the Product using either new or refurbished parts within a reasonable time and without charge for materials or labor. If the Manufacturer is unable to repair the Product after a reasonable number of attempts as determined by the Manufacturer, the Manufacturer will provide a replacement Product at Manufacturer's option.

Not Covered in Warranty:

- (a) Normal Wear and Tear
- (b) Conditions resulting from a defect in a component or part, which is not part of the product or manufactured by Manufacturer.
- (c) Unauthorized service or modification to unit of any kind, and repairs performed by any person or entity other than Manufacturer.
- (d) Conditions resulting from a failure to follow Manufacturer's installation guides and/or Owner's Manual, including any violation of use restrictions expressed therein.
- (e) Conditions resulting from failure to provide reasonable and necessary maintenance in accordance with the Owner's Manual, including failure to winterize the portable sink according to the Owner's Manual.
- (f) Corrosion that is caused by operating the Product with any fluid other than potable water. Specifically, water must meet EPA Standards and have PH maintained between 7.0 and 9.0 at all times.
- (g) Conditions that may result in excessive scale build up within the Product.
- (h) Conditions resulting from improper draining or filling.
- (i) Freight damage or damages of any kind
- (j) External causes such as theft or loss, improper use, inadequate power supply, or acts of God.

Freeze Warning

This product contains components that can be damaged due to cold weather and frozen water. Do not store your sink unit in temperatures below 45°F. Doing so will cause internal or external damage to the pump, heater, water lines, or other connections. Any damages resulting from improper storage are not covered under this Warranty. Following all maintenance and care instructions will ensure long product life.

TERMS AND CONDITIONS

ENTIRE AGREEMENT. This document contains all of the terms and conditions of the agreement between Pacon Corporation ("Pacon") and the customer of the goods to be sold or provided to the customer, to the exclusion of any other statements or agreements, oral or written, and all other communications between the parties relating to the subject matter hereof, and to the exclusion of any terms and conditions incorporated in the customer's order or other documents of the customer. Pacon's acceptance of the customer's order is expressly conditioned on the customer's acceptance of these terms and conditions, and the customer, upon placing an order, accepts all of these terms and conditions without modification. No alteration, waiver, modification of or addition to these terms and conditions will be binding on Pacon unless set forth in writing and specifically agreed to by an officer of Pacon. No course of dealing, usage of trade, or course of performance will be relevant to supplement or explain any terms used in these terms and conditions.

PRICES

- All prices in this catalog are subject to change without notice.
- All prices are those prevailing at time of shipment, subject to availability.
- All prices are quoted and payable in U.S. funds.
- All prices are based on full carton lots. Partial or broken cartons will not be shipped.
- Bid prices will be supplied only to those customers that fully represent products in current catalogs and are supported through stock and purchases.
- Bid prices will be supplied only to those customers that Pacon determines have the credit facility to support the amount bid and whose account is current with no unauthorized deductions.
- Pacon reserves the right to increase quantity to reflect the nearest master carton.
- Possession of this price list does not guarantee the ability that Pacon will make any sale to any prospective purchaser.
- Additional charges will be assessed for lift gate, residential, inside or other special delivery terms.
- Backorders will be shipped under the same freight terms as the original order.
- Custom brokerage fees, taxes, duties and other fees or costs imposed by any authority are the responsibility of the customer.

Any allowances, rebates, or credits under any pricing programs offered from time to time by Pacon shall be earned and due only with respect to timely paid invoices.

MINIMUM ORDER

The minimum order is \$500.00. Orders less than \$500.00 will be assessed a \$25.00 service charge.

TERMS

1% 10 Days, Net 30 Days. Discounts are allowed on product only. Extraneous charges such as freight and taxation are not subject to discount and must be paid in total. Payment of standard orders already include a discount for check, wire or ACH payment. Credit card payments will not be allowed the standard payment discount and will be subject to payback of the standard payment discount. Balances past due as of the statement date are subject to charge of 1-1/2% monthly.

If the customer fails to make any payments when due or is otherwise in default, Pacon may at its sole option:

- defer further shipments until the customer re-establishes satisfactory credit,
- cancel the unshipped portion of the order and invoice the customer for incurred costs and reasonable profit without any liability on the part of Pacon for failure to ship, or
- make shipment to the customer on a C.O.D. or cash in advance basis.

Each of the foregoing remedies will be in addition to any other rights and remedies available to Pacon.

SPECIAL RULING AND SIZES

Please contact your Regional Sales Manager for pricing and minimum order requirements on non-stock items, special sizes or rulings not shown in this price book. Pacon reserves the right to ship 20% over or 20% under on special order items.

Effective Date: January 2, 2018

TERMS AND CONDITIONS (cont.)

FREIGHT POLICIES

Minimum order is \$500.00.

Order Dollar Amount:	Freight:
\$500.00 - \$2,499.99	Shipped prepaid with freight charges added to the invoice. Orders under \$500.00 will be assessed a \$25.00 service charge.
\$2,500.00 +	Shipped prepaid with full freight allowance. Contiguous 48 states only.*

**Alaska, Hawaii and International customers: the above terms apply for shipment to city of choice in the contiguous 48 states.*

- **Does not include lift gate, residential, or inside or special delivery charges.**
- Custom brokerage fees, taxes, duties and other fees or costs imposed by any authority are the responsibility of the customer.
- All shipments will be made F.O.B. Origin with title transferring to buyer upon release of merchandise to the carrier.
- Shipping arrangements are at Pacon's reasonable discretion unless Pacon otherwise agrees in writing.
- Pacon will use reasonable commercial efforts to fill orders within the time stated, but the stated delivery date is approximate only and Pacon reserves the right to readjust shipment schedules without liability.

FREIGHT CLAIMS

All prices are quoted F.O.B. Origin. All shipments will be made F.O.B. Origin with title transferring to buyer upon release of merchandise to the carrier. **Please verify your shipment by case count, not pallet count.** All shortages and damage must be noted on the delivery receipt prior to signing acceptance of the shipment. It is the customer's responsibility to file freight claims with the delivering carrier.

The customer must notify the carrier and Pacon within five (5) days of the receipt of products of any damage to or loss of the products in transit. Failure by the customer to give such notification will result in a waiver of all claims that the customer may otherwise have.

CANCELLATION. The customer may not cancel orders except with Pacon's written consent.

RETURN OF MERCHANDISE

- All product returns must have Pacon's approval prior to shipping.
- All returned products must have been purchased within the last 90 days.
- No discontinued or special make items may be returned.
- Purchase order and invoice number must be provided with request for return.
- All returns must be received in unbroken cartons.
- **A service charge of 20% will be assessed on the net product amount of returned goods.**
- The customer will be responsible for return freight charges.

WARRANTY. Pacon warrants that all products will conform in all material respects to the product specifications as set forth in the customer's purchase order and accepted by Pacon. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER GUARANTEES, WARRANTIES, CONDITIONS, AND REPRESENTATIONS, EITHER EXPRESSED OR IMPLIED, WHETHER ARISING OUT OF ANY STATUTE, LAW, COMMERCIAL USAGE OR OTHERWISE, ARE HEREBY EXCLUDED. THIS WARRANTY IS VOIDED IF THE CUSTOMER COMBINES THE PRODUCTS WITH ANY THIRD-PARTY PRODUCT.

If the customer determines after inspection that the products are not in conformity with the specifications, the customer shall notify Pacon within ten (10) days following the date of receipt of the products. Pacon will correct such condition by delivering replacement goods to the customer at Pacon's expense. This remedy is the customer's exclusive remedy for breach of warranty, contract, or any other claim whatsoever.

LIMITATION OF LIABILITY. IN NO EVENT WILL PACON BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS) ARISING FROM: (a) THE SALE OR USE OF THE PRODUCTS; (b) PRODUCTS THAT HAVE BEEN INCORPORATED INTO ANOTHER PRODUCT; (c) ANY BREACH OF THESE TERMS AND CONDITIONS; OR (d) FOR ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, TORT, OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY PACON CONCERNING THE DESIGN, MANUFACTURE, SALE, OR USE OF THE PRODUCTS.

TERMS AND CONDITIONS (cont.)**EXCUSE OF PERFORMANCE**

Pacon shall not be held liable for delays in performance caused by circumstances beyond our control. This includes acts of nature, labor disputes, government action, terrorist acts, material shortages, or equipment and transportation failures.

BACK-TO-SCHOOL DATING PROGRAM

- **Acceptance of dating orders by Pacon will be subject to pre-approval 30 days in advance of order placement.**
- Customers may be required to provide financial statements to be pre-approved for dating orders.
- Place one order for shipment between February 5, 2018 and April 27, 2018 and receive payment terms of Net September 4, 2018.
- Minimum order size is \$2,500.00 and must be delivered to the customer's place of business.
- **Order must be clearly marked "BACK-TO-SCHOOL DATING ORDER".**
- Freight charges will be prepaid.
- Payment of Dating Orders already include a discount for check, wire or ACH payment. Credit card payments will not be allowed the standard payment discount and will be subject to payback of the standard payment discount.
- Back-to-School Dating Orders are subject to a 4 week lead time.
- **Back-to-School Dating Orders cannot be combined with any other Pacon special offers or bids.**

MARKETING SUPPORT**TRADE ASSOCIATION MEMBERSHIPS**

Pacon is a participating member of the Education Market Association (EDmarket) and the National Art Education Association (NAEA).

CATALOG PUBLISHING AIDS

Pacon will assist in the development of catalog pages, flyers, invoice stuffers, ads, etc. featuring Pacon products at an economical cost to customers. **Prior approval must be obtained from your Pacon Sales Representative.**

High resolution electronic images are available and can be requested through your Pacon Sales Representative or the Customer Service Department.

Marketing materials such as swatch books and catalogs are also available in limited quantities. Contact your Pacon Sales Representative or the Customer Service Department.

GENERAL

- No waiver by Pacon of any default under these terms and conditions is a waiver of any other or subsequent default.
- The unenforceability or invalidity of one or more of the provisions of these terms and conditions will not affect the enforceability or validity of any other provision of these terms and conditions.
- These terms and conditions are governed by and will be construed in accordance with the laws of the State of Wisconsin, without giving effect to its conflict of laws principles, and by the Uniform Commercial Code (as adopted in Wisconsin) where not in conflict or variance with these terms and conditions.
- The customer will not delegate or assign its rights or obligations hereunder, in whole or in part, without Pacon's prior written consent. Any attempted delegation or assignment by the customer without such consent will be void.



QOMO HiteVision Limited Warranty

QOMO HiteVision, LLC ("QOMO") warrants to be free from manufacturing defects in materials and workmanship under normal use for a period of 3 year for QOMO JOURNEY series interactive touch displays ("Product"). This warranty covers Products purchased on or after January 1st, 2014 in the United States. QOMO reserves the right to change the warranty coverage for new purchases at any time.

The warranty covers parts and labor for the warranty period from the date of purchase of the Product. All warranty repairs are to be performed by authorized QOMO service staff upon request by end users with a valid serial number for the Product.

QOMO covers the return shipping expense of repaired Product while the end user will be responsible for the shipping expenses (packaging, freight, insurance, etc.) of the repair Product to the authorized QOMO service center.

QOMO shall, at its discretion, repair or replace any product found defective, without charging for parts or labor within warranty period. Repaired or replaced equipment and parts supplied under this warranty shall be covered only by the unexpired portion of this warranty.

This warranty does not apply to any Product damaged, or suffered malfunction or deterioration due to 1) abuse, misuse, accident, fire, water, lightning, or other acts of nature, unauthorized product modification or failure to follow instructions included with the Product, 2) any damages from shipping, or 3) any other causes that do not relate to a Product defect.

QOMO is not liable for any claims by a third party or made by the purchaser of a third party. Except as expressly set forth in this warranty, QOMO makes no other warranties, expressed or implied nor authorized any other party to offer any warranty, including any implied warranties of merchantability or fitness for a particular purpose. Any implied warranties that may be lawful are restricted under the terms of this limited warranty. This warranty statement supersedes all previous warranties.

WARRANTY STATEMENT

Everything manufactured by Rhythm Band has a 90 day limited warranty from the invoice date of customer's invoice to the consumer



Warranty Statement

Smith Victor's SKU# 402049, the ImageMaker Plus Light Tent Kit, comes with a 2 year manufacturer warranty.



Sprogs Cots & Rest Mats Limited Warranty

Sprogs Cots are warranted from any defects in design, workmanship, assembly or material for 20 years, Rest mats 2 years, 1 year Cot Sheets and Blankets.

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

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

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





Sprogs Games, Toys & Puzzles Limited Warranty

Sprogs Building, Sorting/Stacking & Dexterity Games, Toys & Puzzles are warranted from any defects in design, workmanship, assembly or material for 1 year.

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

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

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



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn.*



Sprogs Preschool Furniture Limited Warranty

Sprogs Wood Preschool Furniture is warranted from any defects in design, workmanship, assembly or material for 20 years, Preschool chairs 15 years, Activity tables 10 years.

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

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

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



*Furnishing great
places to learn!*



Sprogs Soft Play Limited Warranty

Sprogs Soft Play Climbers are warranted from any defects in design, workmanship, assembly or material for 20 years, Mats, Pillows and Seating 2 years.

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

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

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





Warranty:

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

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

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



Whitney Brothers® Lifetime Warranty

Effective January 1, 2012

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

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

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

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

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



PO BOX 644 KEENE NH 03431 800-225-5381 FAX 603-357-1559
WWW.WHITNEYBROS.COM



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

WOOD DESIGNS LIFETIME WARRANTY

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

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

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