

TIPS VENDOR AGREEMENT

Between School Outfitters LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180704 Playground Equipment and Installation Services
(Part 1)

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 addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda 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 charges 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 # xxxxxxx. 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 EFFETIVE 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
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation - IF APPLICABLE	Statutory limits
Employers' Liability -ONLY IF you employ people besides the owners AND provide ON-SITE services or on-site delivery, 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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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 180704 Playground Equipment and Installation Services (2 Part) with JOC section

Part 1 Only this form

Company Name School Outfitters LLC

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 Booker

Title Sales Manager

Signature of Authorized Representative Michelle Booker

Date 8/3/2018

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 9/6/18

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		Floor/Room		Floor/Room Telephone
Bid Number	180704	Telephone	+1 (866) 839-8477 x	Fax
Title	Playground Equipment and Installation Services (2 Part) with JOC section	Email	bids@tips-usa.com	Email
Bid Type	RFP			
Issue Date	7/5/2018 08:00 AM (CT)			
Close Date	8/23/2018 03:00:00 PM (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	8/16/2018 02:47:57 PM (CT)
Total	\$0.00

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

Signature Queenie Takougang

Email contracts@schooloutfitters.com

Supplier Notes

Bid Notes

This is a two part solicitation. Part 1 is for Playground Equipment and non-construction services and Part 2 is for the construction related installations.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	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.
6	Primary Contact Name	Primary Contact Name	Kristy Lohmiller
7	Primary Contact Title	Primary Contact Title	National Contract Team Lead
8	Primary Contact Email	Primary Contact Email	contracts@schooloutfitters.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8004941036
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kellie Adams

13	Secondary Contact Title	Secondary Contact Title	National Contract Specialist
14	Secondary Contact Email	Secondary Contact Email	contracts@schooloutfitters.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8004941036
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelsey Naber
19	Admin Fee Contact Email	Admin Fee Contact Email	contracts@schooloutfitters.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sales Department
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@schooloutfitters.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
24	Company Website	Company Website (Format - www.company.com)	www.schooloutfitters.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	61-1341943
26	Primary Address	Primary Address	3736 Regent Ave.
27	Primary Address City	Primary Address City	Cincinnati
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Ohio
29	Primary Address Zip	Primary Address Zip	45212
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Furniture, student, classroom, 21st century, chairs, desks, school, school outfitters, learning, environment, tables, science, music, learniture, norwood, sprogs, egghead, preschool, teacher, equipment, cafeteria, library, lockers, makerspace, steam, stem, office, outdoor, park, playground, gym, sports, lab, laboratory, white boards, dry erase, rugs, storage, AV, standup desk, cubby
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that 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. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be	Yes

		able to sell to our members regardless of the fund source, whether it be local, state or federal?	
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Cincinnati
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ohio
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	3%
36	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)
37	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
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category?	19

40	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, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If yes, 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
41	Price discount percentage are guaranteed for?	<p>Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?</p>	YES
42	Right of Refusal	<p>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</p>	Yes
43	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)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ -Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO</p> <p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	<p>If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?</p>	
46	Regulatory Standing	<p>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.</p>	Yes
47	Regulatory Standing	<p>Regulatory Standing explanation of no answer on previous question.</p>	

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

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

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. (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.

Yes

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.

52 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.

53 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

54 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

55	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
56	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
57	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

58	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 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
59	Certification Regarding Lobbying	<p>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.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	I HAVE NOT Lobbied per above
60	Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	(No Response Required)

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement. YES
- 62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. YES

63 If proposing on PART 2, Davis-Bacon Act compliance.

(No Response Required)

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

64 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C.

3701-3708).

65 Indemnification

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

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution Explanation of No Answer		
71	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Infringement(s) Explanation of No Answer		

73 Acts or Omissions	<p>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?</p>	Yes, I Agree
74 Acts or Omissions Explanation of No Answer		
75 Contract Governance	<p>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.</p>	Yes
76 Payment Terms and Funding Out Clause	<p>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.</p> <p>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?</p>	Yes
77 Insurance and Fingerprint Requirements Information	<p>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.</p> <p>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</p>	(No Response Required)

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

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

- 79 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)
- 80 Texas Government Code 2270 Verification Form 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.

81	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred	(No Response Required)
		<p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing) 	
82	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
83	Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	
84	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
85	Agreement Exceptions/Deviations Explanation	<p>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.</p>	
86	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by</p>	price increases will be < 5% annually per question

Line Items

Response Total: \$0.00

Insert TIPS RFP # 180704

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 (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must 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 receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 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.

Thomas Brennan Chief Executive Officer
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 08/16/18
Signature Date

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



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



ANOVA® Warranty

Finish Warranties

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

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

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

Structural Warranties

Metal components: limited twenty-year structural warranty

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

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

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

Thermory® components: limited ten-year structural warranty

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

Product Warranties

Banners installed on Anova banner brackets: three-year warranty

Banners otherwise installed: one-year warranty

Styrene signs: three-year warranty

Warranty Stipulations

All warranties commence on the date the product is shipped.

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

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

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

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



1 YEAR LIMITED WARRANTY

BSN Sports warrants, to the original purchaser, to repair, replace or refund the price at the pro rata purchase price, any product on Exhibit A attached hereto sold by BSN Sports, which proves defective in workmanship or material (in BSN Sports sole discretion) for a period of 1 year from the date of purchase. The determination whether to repair or replace the product or to provide a refund shall be in BSN Sports sole discretion. This warranty does not cover defects or damage caused by: improper assembly, maintenance, installation, operation or use; failure to follow the instructions that accompany the product; accidents; fire, flood, wind, hail or other Acts of God; extraordinary impact; vandalism, riot or civil disorder; misuse or abuse; or deterioration expected from normal use (such as natural breakdown in color or materials over extended time and use). Any unauthorized modification of the product under warranty will render this warranty null and void. BSN Sports liability shall never exceed the price of the defective material. Under no circumstances shall BSN Sports be obligated for incidental, consequential or other damages, losses or expenses resulting directly or indirectly from the use or inability to use the product purchased, including but not limited to expenses for labor or material to assemble, install, disassemble, temporarily replace, reassemble or reinstall the product. THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY DESCRIBED HERE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS. Warranty is only valid upon presentation of original receipt from SSG or other proof of purchase satisfactory to BSN Sports. For warranty evaluation, your product must be returned directly to BSN Sports, 1901 Diplomat Drive, Farmers Branch, TX. 75234. All shipping to BSN Sports must be pre-paid and insured. BSN Sports will not be liable for lost in-bound packages. Before any Return Merchandise Authorization or Replacement Order is granted, BSN Sports must approve the return and/or replacement order in advance of returning the product to BSN Sports.

5 YEAR LIMITED WARRANTY

BSN Sports warrants, to the original purchaser, to repair, replace or refund the price at the pro rata purchase price, any product on Exhibit A attached hereto sold by BSN Sports, which proves defective in workmanship or material (in BSN Sports sole discretion) for a period of 5 years from the date of purchase. The determination whether to repair or replace the product or to provide a refund shall be in BSN Sports sole discretion. This warranty does not cover defects or damage caused by: improper assembly, maintenance, installation, operation or use; failure to follow the instructions that accompany the product; accidents; fire, flood, wind, hail or other Acts of God; extraordinary impact; vandalism, riot or civil disorder; misuse or abuse; or deterioration expected from normal use (such as natural breakdown in color). Any unauthorized modification of the product under warranty will render this warranty null and void. BSN Sports liability shall never exceed the price of the defective material. Under no circumstances shall BSN Sports be obligated for incidental, consequential or other damages, losses or expenses resulting directly or indirectly from the use or inability to use the product purchased, including but not limited to expenses for labor or material to assemble, install, disassemble, temporarily replace, reassemble or reinstall the product. THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY DESCRIBED HERE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS. Warranty is only valid upon presentation of original receipt from BSN Sports or other proof of purchase satisfactory to BSN Sports. For warranty evaluation, your product must be returned directly to BSN Sports, 1901 Diplomat Drive, Farmers Branch, TX. 75234. All shipping to BSN Sports must be pre-paid and insured. BSN Sports will not be liable for lost in-bound packages. Before any Return Merchandise Authorization or Replacement Order is granted, BSN Sports must approve the return and/or replacement order in advance of returning the product to BSN Sports.

LIFETIME LIMITED WARRANTY-BASKETBALL SYSTEMS

BSN Sports warrants, to the original purchaser, to repair, replace or refund the price of all basketball standards and backboards listed on Exhibit A attached hereto sold by BSN Sports, which prove defective in workmanship or material (in BSN Sports sole discretion) during the expected lifetime of the product. Except as otherwise noted on Exhibit A, BSN Sports warrants, to the original purchaser, to repair, replace or refund the price at the pro rata purchase price, the rims on Exhibit A attached hereto sold by SSG, which prove defective in workmanship or material (in BSN Sports sole discretion) for a period of 1 year from the date of purchase. . The determination whether to repair or replace the product or to provide a refund shall be in BSN Sports sole discretion. This warranty does not cover defects or damage caused by: improper assembly, maintenance, installation, operation or use; failure to follow the instructions that accompany the product; accidents; fire, flood, wind, hail or other Acts of God; extraordinary impact; vandalism, riot or civil disorder; misuse or abuse; or deterioration expected from normal use (such as natural breakdown in color). Any unauthorized modification of the product under warranty will render this warranty null and void. BSN Sports liability shall never exceed the price of the defective material. Under no circumstances shall SSG be obligated for incidental, consequential or other damages, losses or expenses resulting directly or indirectly from the use or inability to use the product purchased, including but not limited to expenses for labor or material to assemble, install, disassemble, temporarily replace, reassemble or reinstall the product. THIS WARRANTY TAKES THE PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE WARRANTY DESCRIBED HERE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY AND NO IMPLIED WARRANTY OF FITNESS. Warranty is only valid upon presentation of original receipt from BSN Sports or other proof of purchase satisfactory to BSN Sports. For warranty evaluation, your product must be returned directly to BSN Sports, 1901 Diplomat Drive, Farmers Branch, TX. 75234 unless such return is waived in writing by BSN Sports. All shipping to BSN Sports must be pre-paid and insured. BSN Sports will not be liable for lost in-bound packages. Before any Return Merchandise Authorization or Replacement Order is granted, BSN Sports must approve the return and/or replacement order in advance of returning the product to BSN Sports.



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



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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.



Bison Inc.

Warranty Information

All Bison products are warranted against manufacturing defects at the time of delivery. In addition, most products are covered by warranties stated in the description of the product. Where listed as "limited", warranties shall cover damage or failure that occurs during the course of "normal or intended use" of the warranted product. Normal or intended use shall be described as activity that is necessary for the participation in the sport for which the equipment is designed.

Limited warranties on Bison basketball equipment include damage caused by slam dunking and normal player contact with the goal, but does not include damage caused by deliberate hanging, multiple player hanging, vandalism, non-basketball activities or any other activity that could be regarded as abusive.

When warranties are stated as "unconditional" or "unconditional replacement", the above stated limitations do not normally apply.

Normal deterioration of products due to weather, wear and tear, or other causes that do not affect functional use are not covered by Bison warranties, regardless of type of stated warranty.

All warranties are valid only when product is used in the intended application as outlined in Bison's printed literature, when installed according to Bison's instructions and when matched with compatible components as described in Bison literature. Under no circumstances will product shown in the Bison Premium Residential Basketball Equipment Catalog be warranted for commercial or institutional use. Due to abusive nature of pay-to-play basketball facilities, unless specifically agreed to in writing, Bison products carry no warranty when used in a facility where players pay an individual fee to use Bison equipment.

All returns must be arranged through the original Bison dealer and have a return authorization number visible on the outside of the package. All returns must be prepaid. Credits will be issued to the dealer upon satisfactory receipt and inspection of damaged or defective product. Contact a Bison Customer Service Representative for more information on Bison warranties.



Warranty

Our warranties vary by item, here is a link to them:

<https://www.bodysolid.com/warranty/>



July 27, 2018

To Whom It May Concern,

All Champion Sports outside/playground equipment has a 90 day warranty.

Sincerely,

A handwritten signature in blue ink, appearing to read "Tina Kromelbein", with a long, wavy horizontal line extending to the right.

Tina Kromelbein
Acct. Mgr
Office4@championsports.com

Warranty

DCI Marketing, Inc. warrants its Commercial Zone® Products and Smokers' Outpost® to be free from defects in parts and workmanship under normal use and service for a period of one year from date of shipment. In the event of such defect in parts or workmanship, DCI will, at its option, replace the defective product or refund the purchase price to the extent of the defective product's replacement cost. The foregoing is the exclusive remedy and DCI disclaims all other warranties including any implied warranty of merchantability or fitness for a particular purpose. In addition, DCI will not be responsible for consequential damages in excess of the purchase price of the product on which such liability is based.



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.



ECR WARRANTY POLICY

<p>QUALITY SATISFACTION GUARANTEE (QSG)</p>	<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>	
<p>WARRANTY</p>	<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>	
<p>WHAT WARRANTY COVERS</p>	<p>Fabric Seams</p>	<p>Unraveling, tearing, ripping, cracking or splitting</p>
	<p>Eyelets</p>	<p>Coming apart or loose from the cot cover fabric</p>
	<p>Cot Corners (Plastic Legs)</p>	<p>Cracking or breaking</p>
	<p>Chair Seat/Back</p>	<p>Cracking or breaking</p>
	<p>Metal Parts</p>	<p>Bending, rusting or breaking</p>
	<p>Wood</p>	<p>Splitting</p>
	<p>T-mold/Edge banding</p>	<p>Separating</p>
	<p>Table Legs</p>	<p>Bending, rusting or breaking</p>



855-ECR4KIDS | Fax 856-638-1171 | www.ecr4kids.com

Category	Chair Frame	Bending, rusting or breaking
	Sub-category	ECR Warranty Period
Tables	Activity Table	10 Years
	Hardwood Table	10 Years
	Media Table	10 Years
	Resin Table	10 Years
	Bentwood Table	10 Years
	Open Front Desk	10 Years
Seating	Bentwood Chair	10 Years (1 year on boots)
	Ladderback Chair	5 Years
	Resin Chair	5 Years
	Stack Chair	10 Years
	Benches	10 Years
Art	ALL	1 Year
Active Play	Climb/Crawl/Play (Feber)	2 years
	Sand & Water Play	1 year
	Tunnels/Cubes	Lifetime
	Balance & Coordination	Lifetime
Storage & Organization	Fold and Lock	Lifetime
	Plastic Storage	Lifetime
	Storage Cabinet/Shelf/Rack	Lifetime
	Coat Locker	Lifetime
	Carts & Organizer	2 year
	Lock and Roll	Lifetime
Dramatic Play	ALL	Lifetime
Soft Zone	ALL	1 year
Cots/Mats	Cots	10 years
	Rest Mats	2 years
Blocks & Manipulatives	ALL	Lifetime
Infant & Toddler	Infant & Toddler	1 year
Literacy	ALL	Lifetime
Teacher Supplies	ALL	1 years



ECR WARRANTY POLICY

<p>QUALITY SATISFACTION GUARANTEE (QSG)</p>	<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>	
<p>WARRANTY</p>	<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>	
<p>WHAT WARRANTY COVERS</p>	<p>Fabric Seams</p>	<p>Unraveling, tearing, ripping, cracking or splitting</p>
	<p>Eyelets</p>	<p>Coming apart or loose from the cot cover fabric</p>
	<p>Cot Corners (Plastic Legs)</p>	<p>Cracking or breaking</p>
	<p>Chair Seat/Back</p>	<p>Cracking or breaking</p>
	<p>Metal Parts</p>	<p>Bending, rusting or breaking</p>
	<p>Wood</p>	<p>Splitting</p>
	<p>T-mold/Edge banding</p>	<p>Separating</p>
	<p>Table Legs</p>	<p>Bending, rusting or breaking</p>



855-ECR4KIDS | Fax 856-638-1171 | www.ecr4kids.com

Category	Chair Frame	Bending, rusting or breaking
Category	Sub-category	ECR Warranty Period
Tables	Activity Table	10 Years
	Hardwood Table	10 Years
	Media Table	10 Years
	Resin Table	10 Years
	Bentwood Table	10 Years
	Open Front Desk	10 Years
Seating	Bentwood Chair	10 Years (1 year on boots)
	Ladderback Chair	5 Years
	Resin Chair	5 Years
	Stack Chair	10 Years
	Benches	10 Years
Art	ALL	1 Year
Active Play	Climb/Crawl/Play (Feber)	2 years
	Sand & Water Play	1 year
	Tunnels/Cubes	Lifetime
	Balance & Coordination	Lifetime
Storage & Organization	Fold and Lock	Lifetime
	Plastic Storage	Lifetime
	Storage Cabinet/Shelf/Rack	Lifetime
	Coat Locker	Lifetime
	Carts & Organizer	2 year
	Lock and Roll	Lifetime
Dramatic Play	ALL	Lifetime
Soft Zone	ALL	1 year
Cots/Mats	Cots	10 years
	Rest Mats	2 years
Blocks & Manipulatives	ALL	Lifetime
Infant & Toddler	Infant & Toddler	1 year
Literacy	ALL	Lifetime
Teacher Supplies	ALL	1 years



**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

STANDING BEHIND OUR PRODUCTS

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

Surfaces are guaranteed for varying terms depending on surface materials:

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



Warranty

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



THE MOST TRUSTED NAME IN CHILD CARE.™

Warranty

Italtrike has a five-year warranty on frames and forks of its tricycles.

JAYHAWK PLASTICS, INC.
Warranty

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

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

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



STACK CHAIR LIMITED WARRANTY

All KFI chair frames and table bases are warranted against defects for (12) years from the original purchase date. 300 and 400 Series chair frames are warranted against defects for (5) years from the original purchase date. Table tops have a (1) year warranty against defects and normal wear and tear. TK2000 & DS2000 have a (2) year warranty on lift mechanisms

KFI warrants to the original purchaser that all products will be free from defects in original material and/or workmanship. KFI will replace, at its option, any defective parts or material.

This warranty is void if the product is not used for its intended purpose or if subjected to an unusual application or abuse. This warranty does not cover normal wear and tear. Variation in the color/ or texture of a material is not considered a defect.

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

The KFI Service Department may issue a return authorization for the investigation of the claim. The purchaser may then be required to return the product to KFI, freight prepaid. If the claim is proven valid, KFI will without further cost to purchaser repair, or replace, at KFI's option, the appropriate defective part.



Manufacturer's Warranty

Warranty coverage is specific to each product. You will need to register your product for warranty. Although some of our retailers may offer extended warranties, LifeSpan does not directly support any warranty purchased through a retailer or online at websites other than www.lifespanfitness.com.

LifeSpan product warranties apply only to the original owner and are non-transferable. LifeSpan's warranty is expressly limited to the repair or replacement of a defective frame, motor, electronic component or defective part and is the sole remedy of the warranty. For customers not located within 50 miles of a LifeSpan Authorized Service provider, LifeSpan will gladly pay up to \$150.00 maximum towards a service call. Our warranty does not cover normal wear and tear, improper assembly, maintenance, installation of parts or accessories not originally intended for the treadmill, exercise bike, rowing machine, stretching machine, treadmill desk or bike desk. The warranty does not apply to damage or failure due to accident, abuse, corrosion, discoloration of paint or plastic, or neglect. LifeSpan's responsibility under this warranty is limited to replacing or repairing at LifeSpan's option. Review the owner's manual for specific warranty information about each product.

LIFETIME TABLE/CHAIR LIMITED FACTORY WARRANTY

THE MANUFACTURER RESERVES THE RIGHT TO MAKE SUBSTITUTIONS TO WARRANTY CLAIMS
IF PARTS ARE UNAVAILABLE OR OBSOLETE.

1. Lifetime Folding Tables/ Chairs are warranted to the original purchaser to be free from defects in material or workmanship for a period of 1-YEAR, 2- YEAR, or 10-YEAR (depending on the model) from the date of original retail purchase. The word "defects" is defined as imperfections that impair the use of the product. Defects resulting from misuse, abuse or negligence will void this warranty. **This warranty does not cover defects due to alteration or accident. This warranty does not cover damage caused by vandalism, rusting, "acts of nature" or any other event beyond the control of the manufacturer.**
2. This warranty is nontransferable and is expressly limited to the repair or replacement of defective product. **If the product is defective within the terms of this warranty, Lifetime Products, Inc. will repair or replace defective parts at no cost to the purchaser. Shipping charges to and from the factory are no covered and are the responsibility of the purchaser.**
3. **This warranty does not cover scratching, scuffing or other cosmetic damage that may result from normal use of the product. In addition, defects resulting from intentional damage, negligence or unreasonable use will void this warranty.**
4. Liability for incidental or consequential damages is excluded to the extent permitted by law. While every attempt is made to embody the highest degree of safety in all products, freedom from injury cannot be guaranteed. The user assumes all risk of injury resulting from the use of this product. All merchandise is sold on this condition, and no representative of the company may waive or change this policy.
5. This warranty is in lieu of all other warranties, expressed or implied, including warranties of merchantability or fitness for use. Neither Lifetime Products, Inc. nor any representative assumes any other liability in connection with this product.

ALL WARRANTY CLAIMS MUST BE ACCOMPANIED BY A SALES RECEIPT.

REPORT PRODUCT DEFECTS IN WRITING TO:

Lifetime Products In., Attn: Warranty Dept., PO Box 160010, Clearfield, UT 84016-0010 or call (800)225-3865 M-F 7a.m. to 5p.m MST. Or Email: warrantyclaims@lifetime.com.

Each claim needs a copy of the **original sales receipt**, a picture of the entire table or chair, and two different views of the damages. If filing for more than one item please contact Customer Service Dept. for instructions on how to file your claim.

Norwood Outdoor Furniture/Park Equipment Limited Warranty

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

- *Picnic tables and benches, 20 years*
- *Bike racks, trash cans and recycle receptacles, 3 years*
- *Outdoor message boards, 1 year*
- *Blow Molded tables for, 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



**SCHOOL
OUTFITTERS**

*Furnishing great
places to learn.*

WARRANTY

For 20 years, Oxford Garden has produced quality furniture for the outdoors.

Oxford Garden collections are designed to provide comfort and style for moments lived outdoors. Our furniture is commercial grade and built for superiority and strength. With every purchase, Oxford Garden provides exceptional value and extraordinary service.

Oxford Garden warrants all outdoor furniture and accessories to be free from manufacturing defects in materials and workmanship. Provided the furniture is assembled correctly and is subjected to normal use, Oxford Garden will cover your outdoor furniture under the following five, three and one year warranties.

5 YEAR LIMITED WARRANTY

Oxford Garden warrants all powder coated aluminum frames for a period of five (5) years from date of purchase against structural failure.

3 YEAR LIMITED WARRANTY

Oxford Garden warrants the powder coat finish on all aluminum frames for a period three (3) years from date of purchase against peeling, flaking and blisters.

Oxford Garden warrants all shorea and teak wood products for a period of three (3) years from date of purchase against structural failure, woodrot and insect infestation.

Oxford Garden warrants all resin wicker, Tekwood, and Lite-Core products for a period of three (3) years from the date of purchase against structural failure.

Oxford Garden warrants all hardware used in the construction of its outdoor furniture for a period of three (3) years from the date of purchase to be free from defects and against structural failure.

1 YEAR LIMITED WARRANTY

Oxford Garden warrants all powder coated steel frames for a period of one (1) year from date of purchase against structural failure and on the powder coat finish against peeling, flaking and blisters.

Oxford Garden warrants all acacia wood products for a period of one (1) year from date of purchase against structural failure, woodrot and insect infestation.

Oxford Garden warrants all resin wicker, Tekwood, Lite-Core and composite sling products for a period of one (1) year from the date of purchase against any major discoloration on the product.

Oxford Garden warrants all composite sling products for a period of one (1) year from the date of purchase against structural failure and tearing.

WARRANTY

1 YEAR LIMITED WARRANTY

Oxford Garden warrants all umbrellas and umbrella bases for a period of one (1) year from the date of purchase against structural defects in workmanship and material.

Oxford Garden warrants all replacement parts for a period of one (1) year.

1 Year warranty against peeling of Instant Grey "Grgio" stain applied to wood frames.

EXCLUSIONS

Structural failure or damages due to incorrect assembly, lack of regular maintenance, improper use, roughness, abuse or neglect are not covered.

Structural failure or damages due to use of furniture with other products not produced by Oxford Garden are not covered.

Normal wear or stretching of fabrics due to weathering or use, fading, minor discoloration, minor color variances in the wood grain, resin or color variance between replacement parts or pieces are not covered.

Normal wear or fading of personalized laser engraving is not covered.

Checking (minor cracks) may occur when wood products are exposed to outside elements.

Checking is considered natural and is not covered under this warranty unless they contribute to structural failure.

Damages or failure caused by freight or acts of nature (e.g. freezing temperatures, ice, hurricane, tornado, high winds, etc.) are not covered.

Damages to wood product caused by environmental conditions (e.g. extreme dry climates), mold or mildew are not covered.

Damages to Tekwood products caused by sources of heat (e.g. fire, sunlight magnification through reflection of windows, stemware or from other sources, such as grill, fire pit, cigarette, etc.) are not covered.

Damages to powder coated aluminum and steel products caused by environmental conditions (e.g. excessive humidity) or rust are not covered.

Oxford Garden is not liable for personal injury related to improper use or neglect of the furniture.

Damages caused by suntan oil or other chemicals not endorsed by Oxford Garden are not covered.

The application of paint, stain, polyurethane, other chemical treatments not endorsed by Oxford Garden, or any modifications made by the end user will void the warranty.

WARRANTY

EXCLUSIONS

Oxford Garden cushions are not warranted. Sunbrella® warrants all fabric used in Oxford Garden cushions.

For more information regarding the Sunbrella® warranty, visit www.sunbrella.com/en_us/how_warranty/.

This warranty does not apply to samples or liquidated items.

RECOMMENDATIONS

Oxford Garden recommends storing furniture indoors in an upright position during cold weather or hazardous weather conditions to avoid potential damage caused by natural causes, which are not covered under the warranty.

Proper storage, care and routine maintenance will help prevent structural failure and extend the life of the product, ensuring years of memorable outdoor living.

For more information regarding proper care and maintenance, visit www.oxfordgarden.com/furniture_product_care.html

Oxford Garden expects the specifier has the knowledge to determine whether a specific product is appropriate for a particular commercial use or application.

SHIPPING

Oxford Garden will cover shipping charges related to warranty claims for a period of one (1) year from the date of purchase. After this period, the end user will incur all shipping related to warranty claims.

SUBMITTING A WARRANTY CLAIM

Warranty claims should be submitted via email to support@oxfordgarden.com.

Proof of purchase (e.g. order number, purchase order number, etc.) and the original shipping address, and photo documentation of damage or failure is required for all warranty claims.

When a warranty claim is submitted, a case number will be issued. This case number is required in all communication related to the specific warranty claim.

If the furniture was purchased at a retailer or trade entity, the warranty claim must be submitted through the company from which the furniture was purchased.

Once the claim is submitted, Oxford Garden will determine at its discretion whether to repair or replace the defective part or whole piece of furniture.

WARRANTY

SUBMITTING A WARRANTY CLAIM

If a replacement product is provided, Oxford Garden will at its discretion determine whether the defective product should be shipped back to Oxford Garden or field-destroyed. Photo documentation may be required for field-destroyed product. In some cases, Oxford Garden will at its discretion issue a pro-rated charge for the length of time the product was used.

EXCEPT AS PROVIDED ABOVE, WE DISCLAIM ALL OTHER'S WARRANTIES, EXPRESSED OR IMPLIED, AS TO MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE, AND IN NO EVENT WILL WE BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR USE OF OUR PRODUCT.

Warranty

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

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

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

Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

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

Mobile & Accessories:

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

Palmer Hamilton Design:

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

Nomad Tables:

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

Nomad Seating:

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

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freights damage. Any incidental or consequential damages, including by not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.
- **Umbrellas** – All commercial models are protected by a 1 year manufacturer's warranty against defects and the fiberglass ribs are protected against defects for 3 years. Manufacturer offers a 5 year warranty against fade and the stitching is protected with a 1 year warranty against defects.

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



Made in USA



100% Recycled
Product



Eco-Friendly



Rev 10-05-2017

Limited Warranty

Whether in commercial or residential applications, all products manufactured by Polly Products are warranted for 20 (twenty) years against defects in materials, workmanship and breakage in accordance with our published specifications. Polly Products further warrants our recycled plastic components not to rot, split, crack or splinter during this period.

The above warranties commence on the date of invoice issued from Polly Products. Should any failure occur within the warranty period, please notify Customer Service by emailing customerservice@pollyproducts.com or calling 517-649-2243. Polly Products shall, upon written notification (which must include a description of the failure, a copy of your invoice/sales receipt and supporting pictures documenting a failure), verify the reported defect and issue an RMA (Return Materials Authorization). At our discretion, Polly Products will either repair the defective part(s) or supply a new part(s) within 60 days. Polly Products shall, at its expense, deliver the repaired or new part(s) to the customer's location. Polly Products shall not be responsible for providing nor incur the cost of labor to remove the defective part(s) and install any repaired or new part(s). All replacement parts shall be guaranteed for the balance of the original warranty period. Return of the defective/failed part(s) is required within 14 days of receipt of replacement(s), using the packaging the replacement(s) was shipped in. Instructions, which include a call tag for our carrier, will be inside the replacement package. Please be sure to fully tape/secure the carton, so we may recycle the returned part(s) at our facility.

The warranty is valid only if the products have been assembled and installed as per Polly Products instructions provided with each shipment, and if the products have been properly maintained and inspected annually. This warranty does not cover claims for items that have been subjected to misuse, neglect, accident (including storm or fire damage), vandalism, fading or color-match between dye lots, or that have been modified, altered, or repaired by anyone other than Polly Products or its authorized representative.

This warranty is exclusive and is in lieu of all other warranties, whether express or implied, including, but not limited to, any warranty of merchantability or fitness. In addition, no other warranty, oral, written, or implied, may be substituted for the warranty stated above. To the extent permitted by law, Polly Products shall not be liable for any incidental or consequential damages.

All claims made under the terms of this warranty must be received in writing via U.S. mail or email, and must include: 1) a copy of the original invoice and 2) supporting pictures. Claims must be sent to Polly Products, 12 N. Charlotte St., Mulliken, MI 48861, or customerservice@pollyproducts.com.



WARRANTY

2018

Please Note: Mayline®—Safco® does not require the customer to fill out a warranty registration card. Please keep all purchase documents for the product in event the warranty is needed. Contact our Customer Care team for any warranty assistance at info@safcoproducts.com or (888) 971-6225.

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

LIMITED LIFETIME WARRANTY

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

LIABILITY LIMITATIONS

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

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

WARRANTY SUBJECT TO EXCLUSIONS

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

- Product or product components utilized with the intent to rent or lease.



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

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

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

Models warranted for multiple shifts:

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

WARRANTY PROCEDURES

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

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.



3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

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

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

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

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



POLYJOHN PORTABLE SINKS LIMITED PRODUCT WARRANTY

PolyJohn Enterprises warrants to the Purchaser that the Portable Sink sold to Purchaser is merchantable in quality and fit for the ordinary purpose for which it was intended, free from defects in material and in its manufacture for a period of one year (the "Warranty Period") from the date of purchase. Any misuse or abuse of the Portable Sink or component thereof* or failure to properly follow recommended procedures shall void this warranty. PolyJohn's responsibility with respect to their Portable Sinks or components thereof shall be limited to the foregoing.

1. In the event that the PolyJohn Portable Sink (1 year limited warranty) or component thereof (90 day limited warranty), proves defective in material or workmanship during the Warranty Period, claims regarding the Sink or component thereof shall be made by following the online submission form** stating the nature of the defect and that such claim occurred within the Warranty Period. On verification that the claim is valid, PolyJohn shall replace the Sink, or component thereof, found to be defective. Purchaser will be responsible for any shipping costs incurred.
2. PolyJohn shall in no case be liable for any damage to any property (other than the defect in the Sink, or component thereof, sold by PolyJohn), or for indirect, special, incidental or consequential loss or damage caused to Purchaser, or any customer thereof, even if PolyJohn has been advised of such loss or damage, whether in contract, tort or otherwise. No obligation exists to replace the PolyJohn Portable Sink, or component thereof, should there be evidence that the Sink or component thereof, was subject to improper use, acts of God, handling, storage or assembly by the Purchaser.
3. In the event of any valid warranty claim against PolyJohn, PolyJohn shall not be responsible to Purchaser and will not bear liability for damages, however caused, to persons or property or for the loss of anticipated profits or for any direct, indirect or consequential damages suffered by Purchaser, or any employee or property thereof.

Warranty Disclaimer

PolyJohn's terms of sale are FOB (Free on Board Shipping Point). Meaning buyer takes on responsibility once it leaves PolyJohn's shipping dock. The carrier is wholly responsible for any damage incurred during transit. Important notice: All concealed/non-notated damages must be reported within 5 business days of delivery (1st day is the day of delivery) as per the National Motor Freight Classification (NMFC) – Rule 300100 - for a damaged claim to be filed. Reporting after this time will void a claim.

In order to prevent warranty disputes follow these steps immediately when receiving your products:

1. Inspect the shipment immediately and insist that visible damages be indicated on your copy of the freight bill. If they are not noted on the freight bill it is very likely a claim will be denied.
2. Open the shipment if necessary, and inspect for any concealed damages.
3. If there are any damages that you cannot operate with you may refuse shipment. After you do this contact us immediately

Filing Process for Warranty

PolyJohn reserves the right to request inspection of products for verification of defect, which may include returning some or all of the parts with shipping paid for by the purchaser. Once the items have been returned, inspected, and PolyJohn is found at fault shipping costs will be reimbursed. You may contact PolyJohn to arrange for return shipping if desired.

To file your warranty claim follow these steps:

1. *Go to polyjohn.com/warranty/*
2. *Fill out necessary contact information*
3. *Fill in invoice number, date of purchase, product, and product serial numbers.*
4. *Upload an images of affected products*
5. *Submit and someone will be in contact with you as soon as possible.*

THIS WARRANTY IS IN LIEU OF ALL PRIOR WARRANTIES EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Heating Element (Part Number: HE01-1000), or Foot Pump (Part Number: PC-000600)*

Southern Aluminum

Limited Lifetime Written Warranty

Southern Aluminum's expertise in design and manufacturing has always set the highest standards in our markets and we want you to be confident in our time-tested and functionally proven products. We guarantee our products to be free from manufacturing defects for as long as you own them. This includes the functional and mechanical performance of each product as used in the conventional purposes and application. This warranty does not cover normal wear and tear. There does not exist any known surface material or surface treatment, whether manufactured by Southern Aluminum or any competitors/manufacturers, which is completely scratch resistant. Southern Aluminum does not warranty scratches, gouges and other physical damage to the tabletop finish caused by transport, storage and use (misuse).

We provide instructions and teaching aids (DVD video, posters, hard copy instructions) regarding the care and maintenance of our products. In addition, Southern Aluminum offers specially designed and engineered heavy-duty table carts that reduce the likelihood of or eliminates the damage that conventional table carts can produce.

Some surface materials (Wilsonart, Formica and other HPL laminate products; stage carpet) are not manufactured by Southern Aluminum and are governed solely by the guarantees or warranties of these manufacturers. In addition, discoloration due to harsh cleaners, blemishes, scratches and deterioration to HPL laminates are not covered.

In the unlikely event of a warranty issue after your products are in use, we will replace or repair the product(s) at our discretion.





Certificate of Warranty

SportsPlay Equipment, Inc.
8505 Delmar Blvd, Ste G, St. Louis, MO 63124
(314) 389-4140 (800) 727-8180 Fax (314) 389-9034
www.sportsplayinc.com

Lifetime* Warranty is offered on the following:

- Aluminum Domes
- Aluminum Rings
- Spring Rider Aluminum Ponies
- Cast Aluminum Backboards

Metal Modular Units/Components:

Limited Lifetime* Warranty

- Steel Support posts
- Aluminum clamps

Limited 15-year Warranty

- Main support materials
- Decks

Limited 10-year Warranty

- Plastic components

Limited 3-year Warranty

- Fun Center polyethylene and plastic components

Limited 1-year Warranty

- All products not listed above.

*Lifetime warranty pertains to the life of the equipment. The LIFETIME warranty for Aluminum Fan Backboards only applies to aluminum fan backboards in which the goal is **mounted directly to the post** as recommended by the manufacturer and installed per manufacturers instructions. The warranty will be voided for all backboards not installed per these requirements. Use of any other attachment method will void all warranties written, expressed or implied.

If any of these products are damaged under normal use conditions, return the broken parts to Sports Play Equipment, Inc. at their St. Louis, Missouri plant. SportsPlay will send you a brand-new replacement part. You pay only the return and outbound freight.

Repair/Replacement orders for warranted products will be for the component part only. (Not the entire product.) Contact your SportsPlay distributor for a return authorization.

Warranties apply to structural failure caused by defective materials or defective workmanship, and with normal use and proper maintenance and installation. Damages from misuse, vandalism, lack of maintenance, improper installation, unauthorized repairs or modifications, acts of God or acts beyond SportsPlay's control, or cosmetic issues such as scratches, dents or fading of colors, are not covered by the warranty, nor does the warranty cover the cost of freight or labor for removal and installation of repaired or replacement parts.



Warranties are limited to repair or replacement of defective parts. A repaired or replacement part is covered only for the original warranty period. All warranties begin on the delivery date of the goods. Warranties are non-transferable and only apply to end users who purchase new products directly from SportsPlay or an authorized SportsPlay distributor for personal or business use and not for purpose of re-distribution or re-sale.

NO OTHER WARRANTIES APPLY. SPORTSPRAY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ABOVE WARRANTIES EXCLUDE ANY LIABILITY OTHER THAN AS EXPRESSLY STATED INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.





Sprogs Preschool Outdoor Classroom Furniture Limited Warranty

Sprogs Preschool Outdoor Classroom Furniture is warranted from any defects in design, workmanship, assembly or material for 5 years.

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

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

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



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UPlay Today™ Warranty

UltraPlay Systems, Inc. warrants its products to be free from defects in materials and/or workmanship, subject to normal usage and installation, for a period of 1-year from the date of shipment to the original purchaser. In the event of a claim under this warranty, UltraPlay Systems will replace the component at no cost within the first 12 months from date of shipment to the original customer. Equipment not specifically addressed in the following paragraphs is also subject to this limited 1 year warranty against defects in materials and/or workmanship.

TEN-YEAR LIMITED WARRANTY ON UPRIGHT POSTS

UltraPlay Systems provides a limited warranty on metal upright posts to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 10 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON METAL PARTS

UltraPlay Systems provides a limited warranty on metal decks, steps, stairs, rails, pipes, support posts, rungs, loops, swing frame yokes and clamps to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

FIVE-YEAR LIMITED WARRANTY ON GROUND-MOUNT METAL PARTS

UltraPlay Systems provides a limited warranty on metal footers, inground footers, surface mount plates, ground spikes, slide and climber mounting posts and plates to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 5 years from the date of shipment to the original customer.

THREE-YEAR LIMITED WARRANTY ON PLASTIC PARTS

UltraPlay Systems provides a limited warranty on the following plastic parts: slides, climbers, roofs, tunnels, bridges, panels and border timbers. These components are warranted to be free from defects in materials or workmanship, subject to normal usage and installation, for a period of 3 years from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HARDWARE

UltraPlay Systems provides a limited warranty on hardware to be free from defects in materials or workmanship against structural failure due to breaking or shearing, subject to normal use and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON HDPE CLIMBERS AND HDPE SPRING RIDERS

UltraPlay Systems provides a limited warranty on high density polyethylene (HDPE) climbers and spring riders against degradation for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON SPRING RIDER METAL PARTS

UltraPlay Systems provides a limited warranty on metal springs, bases and brackets of spring riders to be free from defects in materials or workmanship against structural failure which causes the product to become unfit for its intended use, subject to normal usage and installation, for a period of 1 year from the date of shipment to the original customer.

ONE-YEAR LIMITED WARRANTY ON STRAP AND TOT SEAT

UltraPlay Systems provides a 1 year limited warranty on strap and tot swing seats against structural failure that causes the seat to become unfit for its intended use. Additionally, chain, "S"- hooks and hangers are covered under a one-year limited warranty.

LIMITED WARRANTY ON SITE FURNISHINGS

UltraPlay Systems provides a five-year limited warranty on the finish of thermoplastic coated site furnishings from the date of shipment to the original customer. Additionally, all site furnishings are guaranteed to be free from defects in materials or workmanship for one-year from the date of shipment to the original customer.

All warranties specifically exclude damage caused by man-made or natural disasters, vandalism, negligence, improper installation or improper use, modification, changes in appearance resulting from weathering, scratches, dents, discoloration, normal wear and tear, or marring as a result of public or private use.

Claims are limited to replacement of equipment only and do not include any costs associated with labor, removal or installation of the original or replacement product.

Warranties are valid only if products are installed and maintained in accordance with UltraPlay installation instructions and use of approved parts.

This warranty is applicable to the original owner only. Warranties are non-transferable.

Claim Procedure: To make a warranty claim, send your written statement of claim, photographs of defective equipment along with the original purchase invoice or invoice number to:

UltraPlay Systems
Customer Service
1675 Locust Street
Red Bud, IL 62278

Or Contact a Customer Service Representative at:
1-800-458-5872

Within 60 days of notice of claim under warranty, UltraPlay Systems will make arrangements to replace the damaged product. UltraPlay Systems will cover freight costs within the continental United States. UltraPlay Systems is not responsible for freight costs associated with products located outside the continental United States. UltraPlay Systems reserves the right to inspect all products identified as defective. Photos of defective equipment may be required to accompany warranty claims.

Since warranty limitations and exclusions may vary from state to state, you should check any specific warranty rights in your state.

Date of Purchase: _____

Purchaser: _____

UltraPlay Invoice Number: _____

Authorized UltraPlay Signature

Title

Visit UltraPlay on the web at www.ultraplay.com





Umbrella Warranty

All our umbrellas are made with the finest materials available. All our products are tested to ensure durability and many years of service for our clients. Our Warranty does not cover damage related to extreme weather, abuse or misuse. All umbrellas must be weighted down and secured to an umbrella base for safety.

6 Year Warranty – Umbrella Fabric

Acrylic Fabrics carry a minimum warranty of 6 years against fading. This warranty does not cover damage to the fabric related to extreme weather, abuse, or misuse. This includes improper cleaning techniques or chemicals used in cleaning the umbrellas. This warranty does not include damage caused by the storage method or location used.

1 Year Warranty – Frame

Umbrella Source offers a 1-year basic warranty on this product to the original purchaser from the date of purchase against defects in material and workmanship. During this period Umbrella Source will repair or replace, at our discretion, the defective component.

This warranty covers powder coat finish (chipping, peeling, flaking, bubbling, fading) of aluminum poles (1) year from the date of purchase.

This warranty does not apply to wind damage, improper installation, handling, abuse, or damage by user error, nor to any unit which has been repaired or altered by unauthorized repair companies. Under no circumstances will the buyer be entitled to consequential or incidental damages. This limited 1-year basic warranty gives you specific legal rights; you may have other rights which vary from state to state where you live. Batteries and plastic housings are not covered by warranty.

Care and Maintenance

Proper care and maintenance is required to extend the life of all Umbrella Source products.

Please ensure that all Umbrella Source umbrellas are properly weighted down in an umbrella base before putting them into use. Please contact us for assistance in choosing the proper weight and size of the appropriate base.

When opening an Umbrella Source umbrella, separate each rib at least 4 – 6 inches from the center pole, before attempting to raise the umbrella. Do not attempt to force the umbrella open if it does not open easily.

Please exercise common sense and caution during extreme wind and weather conditions, and close the umbrella in any winds exceeding 25 MPH.

Please clean all Umbrella Source umbrellas and umbrella bases with fresh water once a week to ensure a good long-lasting appearance, and to prevent premature rusting, and touch up frames and bases as needed when scratches occur during heavy usage.

Umbrella Fabric

Regularly rinse with fresh water to prevent dirt and stains from becoming deeply embedded in the fabric. Always brush away loose dirt, rinse and clean with a mild, lukewarm soapy solution. Rinse thoroughly and allow to air dry.



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.



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.



Supplementary

- **Terms & Conditions – Shipments (page 4 of 12):**

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 are estimated to range from \$100 - \$300 per hour. Actual install prices will be quoted at the time of sale. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state’s wage rates.

- **Pricing:**

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

- **Terms & Conditions -TIPS member Purchasing Procedures (page 6 of 12):**

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

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

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

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

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



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Have questions?

1-800-260-2776

sales@schooloutfitters.com

www.schooloutfitters.com

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