

# VENDOR CONTRACT

**Between** BORGO UPHOLSTERY LTD. o/a BORGO CONTRACT SEATING **and**  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

FURNITURE

CONTRACT NUMBER 1102215

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, 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.

The following pages will constitute the contract 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 contract.

The Vendor Contract ("Contract") 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 VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

### Definitions

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

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

### Contracts

**All contracts 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.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

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

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

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

### **Disclosures**

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

### **Renewal of Contracts**

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

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

### **Payments**

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

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. 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 to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract 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 contract. Failure to pay the participation fee will result in termination of contract. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% 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 contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

#### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

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

#### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract 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 contract. TIPS reserves the right to stop

work and/or cancel contract 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 contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

## **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract 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.

## **Legal obligations**

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

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.



## **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

## **Scope of Services**

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

## **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 contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

## **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

## **Support Requirements**

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

## Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders 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 Contract:** 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 contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract 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 1<sup>st</sup> 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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Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:



## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: BORGO UPHOLSTERY LIMITED o/a BORGO CONTRACT SEATING

Mailing Address: 324 Carlingview Drive,

City: Toronto,

State: Ontario

Zip: M9W 5G5

Telephone Number: 1 (416) 679 8133 Ext. 236

Fax Number: 1 (416) 679 8139

Email Address: gianpaolo@borgo.com

Authorized Signature: 

Printed Name: Gian-Paolo Spassiani

Position: Vice President of International Sales

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blende McNaught 10-22-15  
TIPS Authorized Signature Date

David Wayne Fitts 10-22-15  
Approved by Region VIII ESC Date

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	1102215	Floor/Room		Floor/Room
Title	Furniture	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	08/03/2015	Email	bids@tips-usa.com	Email
Close Date	9/11/2015 3:00:00 PM CT			
Need by Date				

## Supplier Information

Company Borgo Contract Seating  
 Address 324 Carlingview Drive  
  
 Toronto, ON M9W 5G5  
 Contact Gian-Paolo Spassiani  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (416) 6798133 236  
 Fax 1 (416) 6798139  
 Email gianpaolo@borgo.com  
 Submitted 9/10/2015 10:58:27 AM CT  
 Total \$0.00

Signature Gian-Paolo Spassiani

Email gianpaolo@borgo.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
08/13/15	Pre-Bid Webinar	<p data-bbox="513 163 1437 216">** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p data-bbox="513 243 954 296">1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p data-bbox="513 323 1437 375">2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p data-bbox="513 403 927 480">Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p data-bbox="513 508 751 531">Meeting ID: 604-337-077</p>
08/13/15	Pre-Bid Webinar	<p data-bbox="513 562 1437 615">** The webinar is being recorded for those that have scheduling conflicts. Please contact TIPS at tips@tips-usa.com for a link to the recorded session.</p> <p data-bbox="513 642 927 665">Monday, August 17, 2015, 10:00 AM (CST)</p> <p data-bbox="513 693 954 745">1. Please join my meeting. https://global.gotomeeting.com/join/604337077</p> <p data-bbox="513 772 1437 825">2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p data-bbox="513 852 927 930">Dial +1 (872) 240-3412 Access Code: 604-337-077 Audio PIN: Shown after joining the meeting</p> <p data-bbox="513 957 751 980">Meeting ID: 604-337-077</p>

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

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

6	Primary Contact Name	Primary Contact Name	Gian-Paolo Spassiani
7	Primary Contact Title	Primary Contact Title	Vice President of International Sales
8	Primary Contact Email	Primary Contact Email	gianpaolo@borgo.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4166798133
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4166798139
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Alessandro Spassiani
13	Secondary Contact Title	Secondary Contact Title	President
14	Secondary Contact Email	Secondary Contact Email	sandro@borgo.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4166798133
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4166798139
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Donna Wattala
19	Admin Fee Contact Email	Admin Fee Contact Email	accounting@borgo.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4166798133
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Chris Wade
22	Purchase Order Contact Email	Purchase Order Contact Email	support@borgo.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	4166798133
24	Company Website	Company Website (Format - www.company.com)	www.borgo.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	100585041
26	Primary Address	Primary Address	324 Carlingview Drive
27	Primary Address City	Primary Address City	Toronto
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	ON
29	Primary Address Zip	Primary Address Zip	M9W 5G5



30 Search Words:

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

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

31 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Toronto
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Ontario
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	No
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	30
44	Years Experience	Company years experience in this category?	31
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract

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Line Items

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Response Total: \$0.00

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2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200  
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

**Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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  Initial of Authorized Company Official *[Signature]*

**Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES  Initial of Authorized Company Official *[Signature]*

**Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

### 2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES  Initial of Authorized Company Official *gsh*

**Federal Rule (4) 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.**

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official *gsh*

**Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). 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.**

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official *gsh*

**Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a**

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official *JS*

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES  Initial of Authorized Company Official *JS*

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES  Initial of Authorized Company Official *JS*

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES  Initial of Authorized Company Official *JS*

**Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES  Initial of Authorized Company Official *JS*

**Federal Rule (11) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES  Initial of Authorized Company Official *JS*

**Federal Rule (12) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES  Initial of Authorized Company Official *JS*

Company Name BORGO UPHOLSTERY LIMITED o/a BORGO CONTRACT SEATING

Print name of authorized representative Gian-Paolo Spassiani

Signature of authorized representative *Gian-Paolo Spassiani*

Date 4 September 2015

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 12 rules.

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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**Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.**

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

**Vendor Name:** BORGO UPHOLSTERY LIMITED o/a BORGO CONTRACT SEATING

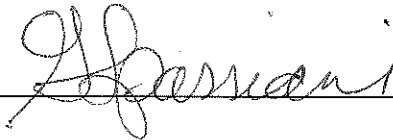
**Vendor Address:** 324 Carlingview Drive, Toronto, ON M9W 5G5, CANADA

**Vendor E-mail Address:** gianpaolo@borgo.com

**Vendor Telephone:** 1 (416) 679 8133 Ext. 236

**Authorized Company Official's Name:** Gian-Paolo Spassiani

**Signature of Company Official:** \_\_\_\_\_



**Date:** 4 September 2015



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

Organization	City	State	Contact Name	Contact Phone
<b>USA</b>				
The University of Texas at San Antonio	San Antonio	Texas	Jennifer Cartlidge	512-796-3371
Central New Mexico Community College	Albuquerque	New Mexico	Bonnie Scott Sorman (thru Blue Cross)	212-686-7749
Tidewater Community College	Virginia Beach/Norfolk	Virginia	Harlan Lewis (thru Virginia Cor)	804-283-4876
<b>CANADA</b>				
University of New Brunswick	Saint John	New Brunswick	Don O'Regan/Kevin Simpson	506-648-5512
Wilfred Laurier University	Brantford	Ontario	Bill Januskiewicz	519-884-0710 Ext 6311
Humber College	Toronto	Ontario	Scott Skrinar	416-675-6622 Ext 5570
Cape Breton University	Sydney	Nova Scotia	Donnie MacIsaac	902-563-1345
York University	Toronto	Ontario	Varda Kernerman	416-736-5777
Dalhousie University	Halifax	Nova Scotia	Donna Beaver	902-494-2115
Huron College	London	Ontario	Jennifer Hawcutt (thru POI Business)	519-455-0056 ext. 4264
George Brown College	Toronto	Ontario	Robin Dsouza (thru Mayhew, Inc)	416-797-3168
Mount Allison University	Sackville	New Brunswick	Alix Mann	506-364-2248
Fanshawe College	London	Ontario	Denise Luksys	519-452-4430; 519-452-4431
Campus Living Centres	Kingston	Ontario	Kathy Running	613-389-9700
McMaster University	Hamilton	Ontario	Ingrid Ellis	905-525-9140 Ext. 2210

# Pricelist

## Limited Lifetime Warranty & Terms

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

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

V o l u m e 13



**borgo**<sup>®</sup>

Excellence in fixed seating and more

## Limited Lifetime Warranty

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

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

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

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

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

This warranty applies only to Canada and the United States.

### List of Warranty Limitations:

**Ten Years:**

Gas Cylinders (on products purchased after 1998)

**Seven Years:**

Standard Zero9 chairs.

**Five Years:**

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

**One Years:**

Hospitality Series & Bingo Series

## Terms and Conditions

### Prices

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

### Taxes

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

### Payment Terms

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

### Credit

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

### Offer of Sale

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

## Terms and Conditions

### Orders

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

**TO PLACE YOUR BORGO ORDER** Fax your order to: 416-679-8139 or email [sales@borgo.com](mailto:sales@borgo.com)

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

**When placing orders, please provide the following information:**

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

## Terms and Conditions

### Information Notice to our Customers in the United States

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

### E&EO (Errors and Omissions)

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

### Installation

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

### Demonstration Demo Models

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

### Finishes & Materials

COM (Customer Own Material)

COL (Customer Own Leather)

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

## Terms and Conditions

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

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

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

### Wood Finishes

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

### Shipping and Delivery

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

### F.O.B.

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

### Delivery Dates

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

### Product Shortages

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

## Terms and Conditions

### Claims

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

### Storage

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

### Returns

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



# Pricelist

## Fixed Seating Warranty & Terms

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

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

V o l u m e 13



borgo®

Excellence in fixed seating and more

## Fixed Seating Product Warranty

*Effective Date: Product Shipped after August 1, 2005*

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

### Exclusions and Conditions

This warranty excludes and does not apply to:

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

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

### WARRANTY NOTICE ADDRESS

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

## Terms and Conditions

### Prices

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

### Taxes

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

### Payment Terms

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

### Credit

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

### Offer of Sale

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

## Terms and Conditions

### Orders

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

**TO PLACE YOUR BORGO ORDER** Fax your order to: 416-679-8139 or email [sales@borgo.com](mailto:sales@borgo.com)

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

**When placing orders, please provide the following information:**

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

## Terms and Conditions

### Information Notice to our Customers in the United States

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

### E&EO (Errors and Omissions)

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

### Installation

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

### Demonstration Demo Models

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### Returns

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The Registrar Company

# CERTIFICATE OF REGISTRATION

This is to certify that the Quality Management System of

## **Borgo Upholstery Limited o/a Borgo Contract Seating**

324 Carlingview Drive  
Etobicoke, Ontario M9W 5G5  
CANADA

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

### **ISO 9001:2008**

This Registration is for the following scope:

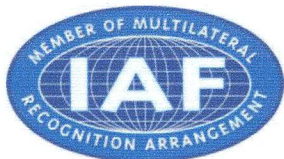
Design, manufacture and servicing of commercial seating.

**Original Issue Date: July 25, 2013**

**Current Term Issue Date: May 22, 2015**

**Expiry Date: June 16, 2018**

President, The Registrar Company, Inc.



**Certificate Number: TRC 00712**

1400 Preston Road, Suite 400  
Plano, TX 75093







The Registrar Company



August 27, 2015

Ms. Maya Sano  
Borgo Upholstery Ltd.  
324 Carlingview Drive  
Toronto, ON M9W 5G5

Ms. Sano,

This letter is to identify that **Borgo Upholstery Ltd.** located at 324 Carlingview Drive in Toronto, Ontario completed their ISO 14001 Initial Certification Audit on August 25-26, 2015. Two minor non-conformances were identified during the audit. Upon successful closure of the non-conformances and completion of this ongoing process with us, **Borgo Upholstery Ltd.** will be issued an ISO 14001 certificate expiring in 2018.

Please feel free to issue this letter to your customers in the event they need current documentation as proof of your registration status. If your customers have any questions in relation to the status of your registration please have them contact me directly, at the number below so that I may resolve them on your behalf.

On behalf of The Registrar Company, I wish to congratulate you and your team on this accomplishment and look forward to our partnership and success in the future.

Sincerely,

A handwritten signature in blue ink that reads 'Emily Delisle'.

Emily Delisle  
Vice President – Accreditations  
The Registrar Company

291 Woodlawn Road West, Unit 3C Guelph, ON N1H 7L6 Office: 866-376-3636

# PRODUCT SUSTAINABILITY CERTIFICATION

AmeriGREEN Strategies does hereby certify that it has audited and verified the data provided by

## BORGO CONTRACT SEATING

documenting the sustainable attributes of all BORGO products built at the  
Carlingview (Toronto) manufacturing facility.

Specifically, data has been provided to document and substantiate the following claims:

- Over 90% of all raw materials are obtained from suppliers based less than 25 miles from plant.
- Reduction of landfill waste from production by more than 70%.
- More than 95% of all plant waste is reused or recycled.
- Use of rapidly renewable materials and recycled product content in more than 50% of products.

Certification Date: 08/04/2009

Registration: AGS-11209-BCS



10628 Summit Square Dr.  
Leesburg, FL 34788  
Tel: 352-551-6913  
Fax: 352-343-8379  
[www.AmeriGreenStrategies.com](http://www.AmeriGreenStrategies.com)