

# VENDOR CONTRACT

Between \_\_\_\_\_ 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 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:





## LFI Delivery and Installation Timing

LFI works to process orders in a timely manner after receipt of the customer's Purchase Order. We place factory orders and work to schedule Installation dates with the customer based on their needs and furniture lead times. Our quotes reflect estimated delivery ranges from the beginning.

Commercial Furniture and Shelving delivery typically ranges between 4 – 12 weeks. In special cases, we can deliver some products more quickly, but that is the normal timing.

## 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: Library Furniture International

Mailing Address: 1945 Techny Rd., Suite 10

City: Northbrook

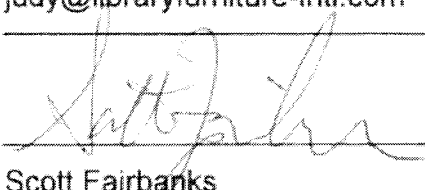
State: IL

Zip: 60062

Telephone Number: (847) 564-9497

Fax Number: (847) 564-9337

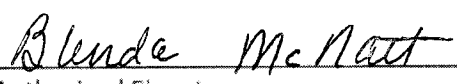
Email Address: judy@libraryfurniture-intl.com


Authorized Signature: 

Printed Name: Scott Fairbanks

Position: President

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.

 10-22-15  
TIPS Authorized Signature Date

 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 Library Furniture International  
 Address 1945 Techny Rd., Suite 10  
 Northbrook, IL 60062  
 Contact Scott Fairbanks  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (847) 564-9497  
 Fax 1 (847) 564-9337  
 Email scott@libraryfurniture-intl.com  
 Submitted 9/9/2015 4:26:55 PM CT  
 Total \$0.00

Signature Scott Fairbanks

Email scott@libraryfurniture-intl.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
08/13/15	Pre-Bid Webinar	<p>** 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>1. Please join my meeting.  <a href="https://global.gotomeeting.com/join/604337077">https://global.gotomeeting.com/join/604337077</a></p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412  Access Code: 604-337-077  Audio PIN: Shown after joining the meeting</p> <p>Meeting ID: 604-337-077</p>
08/13/15	Pre-Bid Webinar	<p>** 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>Monday, August 17, 2015, 10:00 AM (CST)</p> <p>1. Please join my meeting.  <a href="https://global.gotomeeting.com/join/604337077">https://global.gotomeeting.com/join/604337077</a></p> <p>2. Use your microphone and speakers (VoIP) - a headset is recommended. Or, call in using your telephone.</p> <p>Dial +1 (872) 240-3412  Access Code: 604-337-077  Audio PIN: Shown after joining the meeting</p> <p>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.)	Library Furniture International (LFI) distributes library furniture, shelving, and display fixtures to public libraries, school libraries, and academic libraries. LFI provides product options, quotes, and installation services to libraries with specific needs. Whether your needs call for the purchase of one unit of shelving or an entire library of furnishings, LFI has the solution.

6	Primary Contact Name	Primary Contact Name	Judy Yost
7	Primary Contact Title	Primary Contact Title	Customer Relationship Manager
8	Primary Contact Email	Primary Contact Email	judy@libraryfurniture-intl.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8475649497
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8475649337
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Meghann Replin
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	meghann@libraryfurniture-intl.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8475649497
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
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.	Amy Fairbanks
19	Admin Fee Contact Email	Admin Fee Contact Email	amy@libraryfurniture-intl.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8475649497
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Judy Yost
22	Purchase Order Contact Email	Purchase Order Contact Email	judy@libraryfurniture-intl.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8475649497
24	Company Website	Company Website (Format - www.company.com)	www.libraryfurniture-intl.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	36-4391354
26	Primary Address	Primary Address	1945 Techny Rd., Suite 10
27	Primary Address City	Primary Address City	Northbrook
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	IL
29	Primary Address Zip	Primary Address Zip	60062



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.)	Library Furniture School Library Shelving Library Shelving Library Display Children's Library Furniture magibox 3Branch discovery table Lego table activity table Library Furniture International Nienkamper Biblomodel TMC Train table Children's Activity Panel End Panels Browsing Bins Browsing Shelving Maker Tables Skware Tables Display Tables Presentation Boards Computer Table OPAC Circulation Desk
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.)	No
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?	Northbrook
34 Company Residence (State)	Vendor's principal place of business is in the state of?	IL
35 Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36 Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37 Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? 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?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	40
44	Years Experience	Company years experience in this category?	15
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")	Discounts apply for 3 years, Installation Rates increase 3% per contract year

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Line Items

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Response Total: \$0.00

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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:** Library Furniture International

**Vendor Address:** 1945 Techny Rd., Suite 10, Northbrook, IL 60062

**Vendor E-mail Address:** judy@libraryfurniture-intl.com

**Vendor Telephone:** 847-564-9497

**Authorized Company Official's Name:** Scott Fairbanks

**Signature of Company Official:** 

**Date:** Sept. 8, 2015

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

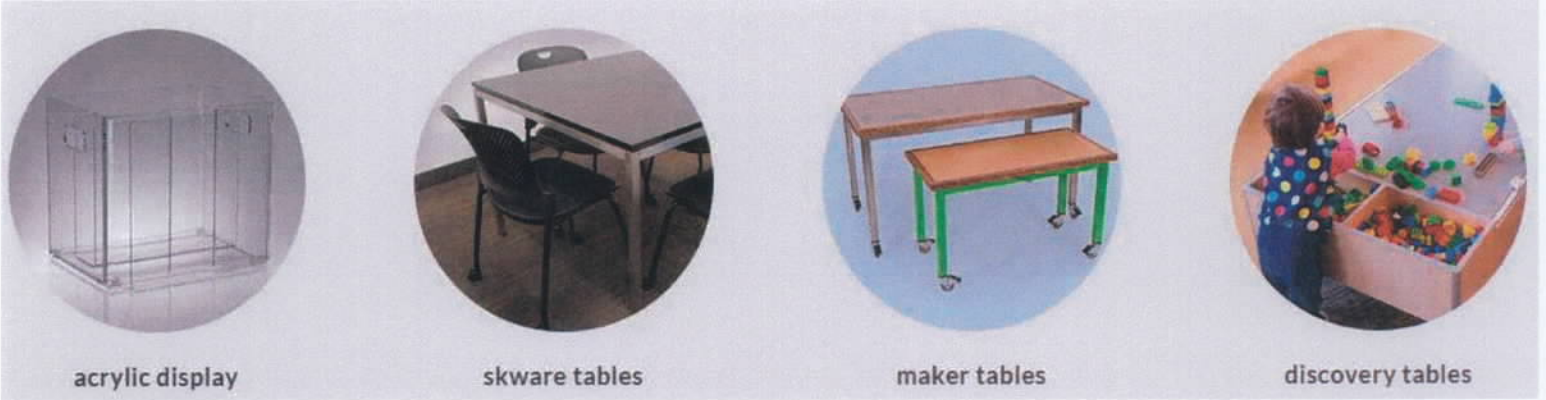
Organization	City	State	Contact Name	Contact Phone
Barrington Public Library	Barrington	IL	Detlev Pansch	847-382-1300 x2000
Cedarburg Public Library	Cedarburg	WI	Linda Pierschalla	262-375-7640 x6
Downers Grove Public Library	Downers Grove	IL	Bonnie Reid	630-960-1200
Ela Public Library	Lake Zurich	IL	Matt Womack	847-438-3433 x119
Elmhurst Public Library	Elmhurst	IL	Mary Beth Campe	630-279-8696
Glenside Public Library	Glendale Heights	IL	Liz Fitzgerald	630-260-1550
Henrico County/Libbie Mill	Henrico	VA	Shannon Wray	804-545-7493
Hinsdale Public Library	Hinsdale	IL	Karen Kleckner Keefe	630-986-1976
Indian Trails Public Library	Wheeling	IL	Brian Shepard	847-459-4100
Iowa City Public Library	Iowa City	IA	Susan Craig	319-356-5241
Michigan City Public Library	Michigan City	IN	Andrew Smith	219-873-3056
Middendorf-Kredell Branch	O'Fallon	MO	Karen Golab	636-441-2300 x1564
Normal Public Library	Normal	IL	John Fischer	309-454-4668
Vernon Area Public Library	Lincolnshire	IL	Cynthia Fuerst	847-634-3650 x448
Wauconda Public Library	Wauconda	IL	Tom Kern	847-526-6225 x209
Waukegan Public Library	Waukegan	IL	Richard Lee	847-623-1520 x250
Wilmette Public Library	Wilmette	IL	Ellen Clark	847-256-5025
Winnetka Public Library	Winnetka	IL	Rebecca Wolf	847-446-7220

**Warranty Information:**

**Library Furniture International (LFI) distributes many library products.**

**LFI will furnish Warranty information to the TIPS customers for each product purchased. The warranties vary by manufacturer. All products carry a minimum one year warranty on Workmanship and Manufacturing.**

# 3branch



acrylic display

skware tables

maker tables

discovery tables

## Warranty

### Acrylic Products

Our Acrylic Display products carry a 30 day warranty from product defect. Warranty is void if damage is caused by unreported freight damage, misuse, misapplication, or if the product is modified. We reserve the right to repair, refund, or replace an item.

### Skware Tables

Our Skware Table products carry a 3 year warranty from product defect. Warranty is void if damage is caused by unreported freight damage, misuse, misapplication, or if the product is modified. We reserve the right to repair, refund, or replace an item.

### Maker Tables

Our Maker Table products carry a 3 year warranty from product defect. Warranty is void if damage is caused by unreported freight damage, misuse, misapplication, or if the product is modified. We reserve the right to repair, refund, or replace an item.

### Discovery Activity Tables

Our Discovery Activity Table products carry a 1 year warranty from product defect. Warranty is void if damage is caused by unreported freight damage, misuse, misapplication, or if the product is modified. We reserve the right to repair, refund, or replace an item.





## The Biblodel Warranty

Biblodel shall only be held responsible and liable for the repair and / or replacement of defective products from the factory, for a period of 5 years as of the date of the invoice for such said products. Once the aforementioned period of time has expired, Library steel Suppliers/Biblodel shall not have any other obligation, responsibility or liability with respect to such said products. Said warranty shall not apply in the event goods have are damaged as a result of misuse, abuse, neglect, accident, or improper application. All labor costs for removal of any defective products and installation of any replacement shall be borne by distributor. Biblodel shall not be held responsible or liable for damages or losses caused by freight companies, installers or the final customer.

This warranty does not cover damage caused from normal wear and tear, such as dents, nicks, scratches, fading, misuse, improper maintenance, abuse, fire, water, negligent acts or omissions of the distributor or it agents or employees. Acts or omissions of any other parties or any damage or defective condition, which is not the direct result of a defect in workmanship or materials in the product, supplied by Library Steel Suppliers/Biblodel. The alteration, addition, modification or substitution of components, assemblies or products without prior written authorization of Library Steel Suppliers/Biblodel shall void this warranty. Library Steel Supplier/Biblodel does not warrant the use of products in combination with other materials, components, assemblies or products unless furnished by Library Steel Suppliers/Biblodel. The express warranties contained herein in lieu of all other warranties, express or implied, including any warranties of merchantability and fitness for particular purpose and all other warranties arising from course of dealing or usage of trade.

The remedies provided herein above are the distributor's sole remedies for any failure of Biblodel to comply with its obligations regarding the workmanship of its products. Correction of any nonconformity in the manner and for the period of time herein established, shall constitute complete fulfillment of liabilities of Library Steel Supplier/Biblodel, whether the claims of the distributor are based in contract, in tort (including negligence and / or strict liability) or otherwise with respect to or arresting out of the Products furnished there under. Biblodel, its employees, directors, board members and shareholders, its contractors, authorized dealers and subcontractors or suppliers of any tier shall not be liable in contract, in tort (including negligence and / or strict liability) or otherwise for any special, indirect, incidental, or consequential damages what's over, including without limitation, damages or loss of other property or equipment, loss of profits or revenues or loss of use of equipment (including additional expenses incurred in using existing facilities).

The remedies set forth herein are exclusive, and the liability of Biblodel with respect to any contractor or anything done in connection therewith, such as the performance or breach thereof, or from the manufacture, sale delivery, resale or use of any Product covered by or furnished under the order, whether in contract, in tort (including negligence and / or strict liability) or otherwise shall not exceed the price of the Product or part upon which such liability is based. Biblodel does not have a return policy.







ICF · Unika Vaev · Nienkämper · Helikon  
257 Finchdene Square  
Toronto, Ontario  
Canada, M1X 1B9  
Tel 800 668 9318  
Tel 416 298 5700  
Fax 416 298 9535

# nienkämper

## WARRANTY:

There are no express or implied warranties, conditions and obligations of the manufacturer, whether statutory or otherwise that extend beyond the description on the face hereof. Our furniture is made to the highest standard and is warranted free from defects of material and workmanship for five years from the date of delivery. During the warranty period we will repair or replace such merchandise as shall prove to be defective, during normal usage in accordance with manufacturer's specifications. The manufacturer shall not be liable for defect wholly attributable to normal manufacturing process. Replacement or repair of the Product shall be the sole remedy of the Customer, and the manufacturer shall not be liable for any direct, indirect, incidental or consequential loss or damage suffered by the Customer by reason of any defect in workmanship or manufacture of the Product or inability to use the Product. Moreover, this warranty does not cover accidental damage, abuse, alteration, ordinary wear and tear of Goods, negligence and misuse nor variations over which we have no control such as heat or humidity or damage to which the Goods are connected that is not attributable to the failure of the Goods themselves. This warranty is null and void when the Product is installed with hardware other than that supplied and/or when installed differently than recommended in the installation guide. Modification to the product or hardware may result in failure of the Product and cause damage and/or injury.



## **OPTO International, Inc. Limited Product Warranty**

This warranty applies only to original equipment specified by the client and supplied by OPTO International, Inc. and is available to the original buyer only.

This warranty covers the original buyer of the original equipment providing the equipment is used only as designed and intended for use in a retail environment. OPTO International, Inc. warrants its products to be free from defects in materials or workmanship (normal wear and tear excepted), for a period of (1) years from the date of purchase, except as provided below.

OPTO International, Inc. at its option will repair or replace with the same or a comparable product free of charge, any product, part or component which fails under normal use as a result of such defect.

This warranty does not apply to damage caused by fire, flood, accident, negligence, misuse, improper cleaning or other circumstances not directly attributable to manufacturing defects.

This warranty does not apply to unapproved modifications to the product, attachments to the product that were not approved by OPTO International, Inc., products that were not installed, used or maintained in accordance with product instructions.

OPTO International, Inc. and the original buyer's exclusive remedy under this warranty shall be limited to the repair or replacement at OPTO International, Inc.'s sole discretion and cost, of products or components. In no event shall OPTO International, Inc., its affiliates, subsidiaries or parent companies be responsible for consequential, special, or incidental damages arising out of a claim of defective product even if OPTO International, Inc. has been advised of the possibility of such damages.

**OPTO International, Inc.  
Limited Product Warranty Continued**

If any such problem occurs, the original buyer must immediately notify OPTO International, Inc. either by telephone at 847-541-OPTO, or by e-mail at [sales@optosystem.com](mailto:sales@optosystem.com) or in writing at:

OPTO International, Inc.  
1325 N. Mittel Boulevard  
Wood Dale, Illinois 60191

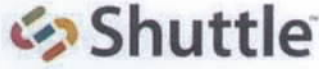
Any claim against this warranty must first receive authorization from OPTO International, Inc. No product will be accepted for return without prior approval from OPTO International, Inc.

With specific regard to painted surfaces, all such surfaces will have been applied in accordance with the powder paint manufacturer's instructions. It should be noted that, where hard line merchandise is displayed, or metal hook garment hangers are used, painted surfaces will likely scratch and cannot therefore be covered under this warranty.

This warranty applies only to the United States of America and Canada and is limited to the above. No other warranties, implied or inferred are applicable.

**Maintenance requirements:** The only maintenance of the OPTO store fixtures that may be required is cleaning. Recommended cleaning would be to always use a soft cloth and a mild cleaning agent such as soap and water. Do not use abrasive cleaning agents or scouring pad because they would scratch the painted, acrylic or laminated surfaces.





RESHAPING SCHOOL FURNITURE



THE SHUTTLE STORY

PRODUCT OFFERINGS

RESOURCE CENTER

CONTACT US



LITERATURE

WARRANTY

PRODUCT DEMOS

At Shuttle, we know how demanding schools are on furniture. We design for that, and more, backing our promise with a fifteen-year warranty.

COLOR SELECTIONS

WARRANTY

All products are guaranteed against defective material and workmanship for a period of fifteen (15) years from date of actual receipt by the user, except optional gas strut mechanisms guaranteed for 5 years.

INSTALLATIONS

IMAGE GALLERY

BIM/REVIT SYMBOLS

This warranty does not apply to any product which has been altered or modified from the original design or specification, or to any product damage resulting from accidents, negligence or shipping.





## Warranty

TMC Furniture Incorporated warrants that our products will be free from defects in material and workmanship for a period of two years from the date of shipment from our factory. Our obligation during this warranty period is limited to repair or replacement at our option. This warranty covers our products under normal use and in service under conditions for which the products are designed. Our warranty becomes null and void on any goods repaired or altered by any person not authorized by us or where the purchaser has failed to follow published instructions for use or assembly. Additionally, this warranty becomes null and void on any products which, in the judgment of TMC, have been subject to abuse, misuse, improper storage, negligence, environmental conditions or acts of God.

TMC does not warrant products manufactured to the specifications of others as to the fitness for particular purpose or use. No warranty is made with respect to non-standard materials selected by and used at the request of the customer. TMC uses finishing techniques that are intended to highlight the inherent beauty of wood. However, wood is a natural product and will naturally have slight flaws and imperfections which enhance its overall beauty - depending on the species and cut of the wood, certain areas may absorb our stains differently. Customers should be aware that all finishes will mellow with age. Since wood is a natural material, some expansion and contraction is to be expected. Therefore, the foregoing is not to be considered a defect in materials or manufacturing process and is not covered under this warranty.

We make no other warranties either express or implied as to any matter whatsoever, including without limitation, the condition of the merchandise, its merchantability, or its fitness for any particular use or purpose, and in no event shall TMC be liable for incidental or consequential damages. Any defects should be reported immediately. All claims will be processed by our Customer Service Department. All returns must be authorized by us in writing. Merchandise authorized for return, repair or replacement shall be removed from service, shipped and installed at the expense of the customer. A copy of the original purchase order must accompany all claims. This warranty is not transferable.

Library Furniture International, Inc.  
1945 Techny Rd, Suite 10  
Northbrook, IL 60062  
847.564.9497