

ALBUQUERQUE PUBLIC SCHOOLS - PROCUREMENT DIVISION
 PO BOX 25704
 ALBUQUERQUE, NEW MEXICO 87125
 PHONE (505) 881-8415
 FAX (505) 830-1161

V
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School Specialty
 W6316 Design Dr.
 Greenville, WI 54942

SHIP TO

Please see PO
 Please see PO

ATTENTION
 OF

DATE	VENDOR CODE
8/28/2017	12321

The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico Criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

PLEASE SHOW PRICE AGREEMENT NUMBER ON ALL INVOICES, SHIPPING PAPERS, PACKAGES, CORRESPONDENCE, ETC. INVOICE IN DUPLICATE.

ITEMS, TERMS, & CONDITIONS

PRICE AGREEMENT
Classroom Manipulatives
(Math, Language Arts, Arts & Crafts, Early Learning, FCS)
 Contract Term: August 28, 2017 - August 27, 2025
 Per terms and conditions of: BID 17-073KN-AM
 Board Approved: 8/28/2017
 Pricing Attached

SERVICES AND/OR GOODS TO BE PROVIDED: The Contractor shall provide the good(s) and/or service(s), as defined in this agreement, on an "as ordered" basis. This is not an order and no funds are obligated under this Pricing Agreement. Funds are obligated by approved purchase orders on an "as needed" basis. Contractor shall receive separate individual Purchase Orders for each individual requests.

MINIMUM AMOUNT: Albuquerque Public Schools does not guarantee a minimum amount of purchases in conjunction with this pricing agreement.

QUOTES AND PAYMENT: The Contractor shall include the APS Pricing Agreement Number on each quote and reflect the price as awarded. If a quote is based on a percentage discount, the quote should document the list price, discount percent, and final price. The invoice submitted for payment shall match the quote and shall note the purchase order number.

Amendments: This Pricing Agreement shall not be altered, changed, or amended except by written agreement signed by both parties.

Reason for Amendment:

Contact: Patsy Stephens

Phone: 505/639-9668

Email: patsy.stephens@schoolspecialty.com

PROCUREMENT DIVISION AUTHORIZED SIGNATURE

VENDOR AUTHORIZED SIGNATURE

Kristal Nicole Gonzalez

 Date 8/29/17

Anna Huss

 Date 8/31/17

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Kristal Nicole Gonzalez 8/29/17

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 Date

**ALBUQUERQUE PUBLIC SCHOOLS (APS)
GENERAL TERMS AND CONDITIONS**

- 1. INSPECTION.** The materials, supplies or services furnished shall be exactly as specified in this order, free from defects in Seller's design, workmanship and materials, and, except as otherwise provided in this order, shall be subject to inspection and test by APS at all times and places. If, prior to final acceptance, any materials, supplies or services are found to be defective or not as specified, APS may reject them, require Seller to correct them without charge, or require delivery of such materials, supplies, or services at a reduction in price which is equitable under the circumstances. If Seller is unable or refuses to correct such defects within a time deemed reasonable by APS, APS may terminate the order in whole or in part. Seller shall bear all risks as to rejected materials, supplies and services and, in addition to any other costs for which Seller may become liable to APS under other provisions of this order, shall reimburse APS for all transportation costs, other related costs incurred, or payments to Seller in accordance with the terms of this order for unaccepted materials, supplies and services. Notwithstanding final acceptance and payment, Seller shall be liable for latent defects, fraud or such gross mistakes as amount to fraud. Any test programs and procedures required by the specifications are in addition to, and do not limit, APS's rights provided in this Paragraph.
- 2. WARRANTIES.** Seller warrants the materials, supplies or services furnished to be exactly as specified in this order, free from defects in Seller's design, labor, materials and manufacture, and to be in compliance with any drawings or specifications incorporated herein and with any samples furnished by Seller. All applicable UCC warranties, express or implied are incorporated herein.
- 3. ASSIGNMENT.** Neither the order nor any interest therein, nor claim thereunder shall be assigned or transferred by the Seller except as authorized in writing by APS. No assignment or transfer shall relieve the Seller from its obligations and liabilities.
- 4. CHANGES.** APS may make changes within the general scope of this order by giving notice to Seller and subsequently confirming such changes in writing. If such changes affect the cost of, or the time required for performance of this order, an appropriate equitable adjustment shall be made. No change by Seller shall be recognized without written approval of APS. Any claim of Seller for an adjustment under this Paragraph must be made in writing within thirty (30) days from the date of receipt by Seller of notification of such change unless APS waives this condition. Nothing in this Paragraph shall excuse Seller from proceeding with performance of the order as changed hereunder.
- 5. LABOR DISPUTES.** Seller shall give prompt notice to APS of any actual or potential labor dispute which delays or may delay timely performance of this order.
- 6. TERMINATION AND DELAYS.** APS may by written notice stating the extent and effective date, terminate this order for convenience in whole or in part, at any time. APS shall pay Seller as full compensation for performance until such termination: (1) the unit or pro rata order price for the delivered and accepted portion; and (2) a reasonable amount, not otherwise recoverable from other sources by Seller as approved by APS with respect to the undelivered or unaccepted portion of this order; provided compensation hereunder shall in no event exceed the total order price. Such amount will be limited to the Seller's actual cost and shall not include anticipated profits. APS may by written notice terminate this order for Seller's default, in whole or in part, at any time, if Seller refuses or fails to comply with the provisions of this order, or so fails to make progress as to endanger performance and does not cure such failure within a reasonable period of time, or fails to make deliveries of the items or services or to perform the services within the time specified or any written extension thereof. In such event, APS may purchase or otherwise secure items or services and, except as otherwise provided herein, Seller shall be liable to APS for any excess costs occasioned APS thereby, including incidental and consequential damages. If, after notice of termination for default, APS determines that the Seller was not in default or that the failure to perform this order is due to causes beyond the control and without the fault or negligence of Seller (including, but not restricted to, acts of God or of the public enemy, acts of APS, acts of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a subcontractor or supplier due to such causes and without the fault or negligence of the subcontractor or supplier), termination shall be deemed for the convenience of APS, unless it shall be determined that the items or services covered by this order were obtainable from other sources in sufficient time to meet the required delivery schedule. If APS determines that Seller has been delayed in the work due to causes beyond the control and without the fault and negligence of the Seller, APS may extend the time for completion of the work called for by this order, when promptly applied for in writing by the Seller; and if such delay is due to failure of APS, not caused or contributed by Seller, to perform services or deliver property in accordance with the terms of the order, the time and price of the order shall be subject to change under the Changes Paragraph. Sole remedy of Seller in event of delay by failure of APS to perform shall, however, be limited to any money actually and necessarily expended in the work during the period of delay, solely by reason of delay. No allowance will be made for anticipated profits. The rights and remedies of APS provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this order. As used in this Paragraph, the word "Seller" includes Seller and its sub suppliers at any tier.
- 7. AFFIRMATIVE ACTION.** Seller shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Seller agrees to adhere to the principle set forth in Executive Order 11246 and 11375, and to undertake specifically to maintain employment policies and practices that affirmatively promote equality of opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy effectively to all persons concerned within Seller's company, with outside recruiting services and the minority community at large; to provide APS on request a breakdown of its labor force by ethnic group, sex, and job category; and to discuss with APS its policies and practices relating to its affirmative action program.
- 8. INDEMNIFICATION AND INSURANCE.** Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any actual or alleged personal injury (including death) and/or damage or destruction to property sustained or alleged to have been sustained in connection with or arising out of the performances of the work by Seller, its agents, employees, subcontractors or consultants, except to the extent of liability arising out of the negligent performance of the work by or willful misconduct of APS. Seller shall indemnify and hold harmless APS, its officers, agents, and employees from any and all liability for such losses, expenses, damages, demands, and claims and shall defend any suit or action brought against any or all of them based on any actual or alleged personal injury or damage and shall pay any damage costs and expenses including attorneys' fees, in connection with or resulting from such suit or action. Seller agrees that it and its subcontractors will maintain public liability and property damage insurance in reasonable amounts covering the above obligation and will maintain workers' compensation coverage covering all employees performing this order on premises occupied by or under the control of APS.
- 9. PATENT AND COPYRIGHT INDEMNITY.** Seller shall pay all royalty and license fees relating to deliverables and other items covered hereby. In the event any third party shall claim that the reproduction, manufacture, use or sale of goods or items covered hereby infringes any copyright, trademark, patent, or other intellectual property rights, Seller shall indemnify and hold APS harmless from any cost, expense, damage, or loss resulting therefrom.
- 10. DISCOUNTS.** APS will take advantage of prompt payment discounts whenever possible; however these will not be used as a means to determine the low responsive and responsible bidder. Any discount period will not begin until the materials, supplies or services have been received and accepted and a correct invoice submitted for payment. If testing is required, discount period will not begin until such tests are satisfactorily completed.
- 11. CONTINGENCY FEES.** Seller warrants that no person or selling agency has been employed or retained to solicit or secure this order upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained or utilized by Seller for the purpose of securing business. For violation or breach of this warranty, APS shall have the right to annul this order without liability or, at its discretion, to deduct from this order, price or consideration or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
- 12. PENALTIES.** The New Mexico Procurement Code (NMSA 1978) imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.
- 13. TITLE AND DELIVERY.** Title to the materials and supplies passed hereunder shall pass to APS at the F.O.B. point specified subject to the right of APS to reject upon inspection. For any exception to the delivery date specified, Seller shall give prior notification and obtain approval thereto from APS's Purchasing Department. Order is subject to termination for failure to make timely delivery.
- 14. TAX STATUS.** APS holds a Class 9 Nontaxable Transaction Certificate and is exempt from payment of tax on the purchase of tangible personal property. This certificate will be issued upon request. It is not valid for the purchase of services including construction, or materials that become part of a construction project or for the lease of property. Seller is responsible for payment of all applicable taxes, which will be added to invoice as a separate item at the current rate.
- 15. APPLICABLE LAWS.** If this order is a subcontract under a U.S. Government Prime Contract, applicable clauses of the Federal Acquisition Regulations are incorporated herein by reference. Any provision required to be included in a contract of this type by any applicable and valid Executive Order, federal, state or local law, ordinance, rule or regulation also shall be deemed to be incorporated herein. Any contract or litigation resulting from acceptance of this purchase order will be construed according to the laws of the State of New Mexico unless otherwise stated.



School
Specialty®

June 20, 2017

Albuquerque Public Schools
6400 Uptown Blvd. NE, Suite 500 E
Albuquerque, NM 87110

Account No: 426546

RE: 17-073KN-AM CLSRM MANIPULATIVES

Terms and conditions:

Discount:

Catalog List Price Less 36% on Supply items in the current School Specialty catalogs listed below*

School Specialty Education Essentials Catalog
School Specialty Art Education Catalog / SAX
School Specialty Special Needs Catalog / Abilitations
School Specialty Physical Education & Recreation Catalog / Sportime
School Specialty Early Childhood Catalog / Childcraft
School Specialty Furniture & Equipment Catalog
School Specialty Safety and Security / Guardian

*(These catalogs may contain a limited number of items that are listed as "Net Price" and these items are not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply)

Contract Period:

Valid from June 22, 2017 through June 21, 2025. Pricing for contract period effective upon notification of award referencing our Bid # 7783761910 to bidwestnotices@schoolspecialty.com.

Freight Terms:

Free Freight

Sincerely,

Stephanie Laird
Bid Operations Coordinator



School
Specialty®

Contact Information

- **Questions regarding this offer:**
Stephanie Laird
W6316 Design Drive
Greenville, WI 54942
Phone (800) 554-7632
Fax (800) 675-1775
Email: bidwestnotices@schoolspecialty.com
- **Territory Sales Manager**
Patsy Stephens
Phone: **505-639-9668**
Fax: 888-388-6344
Email: dirk.adams@schoolspecialty.com
- **Customer Care:**
Questions regarding order status, shipment status, damages, shortages
Attn: Customer Care Department
W6316 Design Drive
Greenville, WI 54942
Phone (888) 388-3224
Fax (888) 388-6344
Email: <http://www.schoolspecialty.com/contact-us-email>
- **Order Processing:**
To place your order
Attn: Order Department
PO BOX 1579
Appleton, WI 54912-1579
Phone (888)-388-3224
Fax (888)-388-6344
orders@schoolspecialty.com
- **Payment Remit To:**
School Specialty Inc.
32656 Collection Center Dr.
Chicago, IL 60693-0326

CONTRACTOR INFORMATION



The undersigned certifies that he or she has not either directly or indirectly entered into any action in restraint of free competitive bidding in connection with this solicitation and agrees to furnish the materials, supplies or services as required within the time specified under the conditions imposed and at the price indicated.

Signature of Authorized Representative: *Amy Fuss* Contractor's License #: N/A
(If Applicable)

Type or print name of above: Amy Fuss

Name of Firm: School Specialty, Inc. Address: W6316 Design Drive Greenville, WI 54942

Telephone No.: 800-554-7632 E-Mail: bidwestnotices@schoolspecialty.com

Veterans Preference Certification No. (if applicable): N/A

Contact information for Sales Department: Contact information for POs/Invoicing/Etc.:

Name of Contact: Patsy Stephens Name of Contact: Patsy Stephens

Telephone No.: 505-639-9668 Telephone No.: 505-639-9668

Email Address: patsy.stephens@schoolspecialty.com Email Address: patsy.stephens@schoolspecialty.com

***** IF ANY OF THIS CONTACT INFORMATION CHANGES, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO IMMEDIATELY NOTIFY APS PROCUREMENT. *****

ADDITIONAL INFORMATION

1. Special quote/reference/account number: (Optional. If applicable, indicate type and number)
Please reference SSI bid# 7783761910 Account Number# 426546
2. Discount exceptions (if any): Catalogs listed on cover letter may contain a limited number of items that are listed as "Net Price" and these items are not eligible for any discounts. Also excluded is any catalog that bears notation: no other discounts apply
3. APS may on occasion require inside delivery of math and language arts manipulatives and related materials to a certain location. Can your company deliver these types of manipulatives and related materials inside a building?
Yes, we are able to provide inside delivery.
4. Average lead-time after receipt of order: Average lead time for an order 4-7 days after receipt of an order
5. Return Policy: Please see the enclosed insert regarding our return, restocking and exchange policy.
6. Does your company have a digital catalog or online ordering capabilities? If so, please include detailed information on catalogs, ordering procedures, website information, etc.
Yes, our company can provide electronic catalogs and online ordering capabilities. These catalogs contain all item information, with pictures. These catalogs are available on USB/CD or can be accessed through www.store.schoolspecialty.com
7. Other information: See cover letter for any additional information

CLASSROOM MANIPULATIVES - DISCOUNT PRICING LIST

Math

36 % off

Including but not limited to:

- Activity Sets
 - Calculators (Basic - NOT Graphing)
 - Charts, Number Lines, etc.
 - Dice, dominoes, counting chips, etc.
 - Flash Cards, Games, Cards, etc.
 - Graph paper, compasses, rulers, protractors, etc.
 - Shapes, Blocks, Cubes, Geoboards, etc.
 - Other math manipulatives and/or related materials not listed
 - Exclusions if any:
-
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manufacturer's list price
Catalog List Price Less 36% on Supply items
in the current School Specialty
catalogs listed on cover letter

Language Arts

36 % off

Including but not limited to:

- Activity Sets
 - Chart Paper, Handwriting Paper, White Books, etc.
 - Charts
 - Lap-size/Student Desk-Size Dry Erase boards, etc.
 - Flash Cards, Games, Cards, Letters (magnetic, etc.), etc.
 - Listening Centers, Headphones, etc.
 - Timers
 - Other Language Arts manipulatives and/or related materials not listed
 - Exclusions if any:
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manufacturer's list price
Catalog List Price Less 36% on Supply items
in the current School Specialty
catalogs listed on cover letter

Arts & Crafts

36 % off

Including but not limited to:

- Adhesives (white glue, glue stick, tape, tacky glue, etc.)
 - Art/Craft Paper (construction, tissue, posterboard, watercolor, trace, fadeless duet, metallic foil, etc.)
 - Measurement & Cutting Tools (Exacto knives, paper trimmers, scissors, etc.)
 - Drawing Tools (crayons, colored pencils, pastels, markers, permanent markers, etc.)
 - Paint, Paint Brushes, Canvases & Supplies (liquid tempera, acrylic, watercolors, brayers, etc.)
 - Sculpture & Ceramics (model magic, clay, self-hardening clay, plaster fabric, etc.)
 - Textile Supplies (yarn, thread, etc.)
 - Printmaking Supplies (foam board, printing ink, stamp pads, etc.)
 - Writing Tools (pencils, erasers, pens, markers, dry erase markers, chalkboard supplies, sharpeners, etc.)
 - Miscellaneous (beads, Twisteez, white paper bags, pipe cleaners, floor marking tape, glitter glue, etc.)
 - Other Arts & Crafts manipulatives and/or related materials not listed
 - Exclusions if any:
-
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manufacturer's list price
Catalog List Price Less 36% on Supply items in the
current School Specialty catalogs listed on cover letter

Early Learning

36 % off

Including but not limited to:

- Active Play, Dramatic Play, Storytelling, etc.
 - Blocks, Puzzles, Games, etc.
 - Sensory, Fine Motor, etc.
 - Sand/Water Tables, etc.
 - Other Early Learning manipulatives and/or related materials not listed
 - Exclusions if any:
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manufacturer's list price
Catalog List Price Less 36% on Supply items
in the current School Specialty
catalogs listed on cover letter

Family & Consumer Sciences

36 % off

Including but not limited to:

- Child Development & Family Life (books, charts, displays, DVDs, education kits, games, dolls, posters, tear pads, stencils, activity kits, etc.)
 - Clothing Construction & Design (books, charts, kits, magnifiers, dress forms, fabric, garment racks, iron & accessories, knitting & crocheting, laundry carts, notions, patterns, quilting supplies, surging machines, sewing machines, sheers/scissors, stuffing/batting, trimmers, weaving, yarn, thread, etc.)
 - Interior Design (drafting supplies, posters, etc.)
 - Life Skills (books, activity sets, charts, posters, DVDs, Games, etc.)
 - Other Family & Consumer Sciences manipulatives and/or related materials not listed
 - Exclusions if any:
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Catalog List Price Less 36% on Supply Item in the current
School Specialty catalogs listed on cover letter manufacturer's list price

At School Specialty, we are committed to delivering only the highest quality merchandise ON TIME and ACCURATELY. We understand however, that unforeseen situations may occur and you may wish to return merchandise back to School Specialty. Please note that different product lines have different requirements, so we ask that you review the following policies in order to make this process go as smoothly and quickly as possible.

Supplies and AV Technology Products

AV Technology

Most AV Technology products are covered by a Manufacturer's Warranty. Please refer to the rules and policies of the individual Manufacturer's Warranty for satisfaction.

School Smart, Sax, Sportime, Abilitations, and Childcraft (non-Furniture) Items

If for any reason you are not satisfied with your School Smart, Sax, Sportime, Abilitations, or Childcraft (excluding Childcraft furniture) items within 1 year of purchase, we will replace the items.

Returns - Other Brands

Unused merchandise, in sellable condition, not meeting your satisfaction may be returned in its original or equal quality packaging within 30 days of the receipt of your order.

- If you require a return due to our error or a manufacturer's error such as a duplicate order, duplicate item or an incorrect item, we will pay any return shipping costs and no restocking fee will apply. If a duplicate order or product is not reported, you will be billed for it.
- If for any other reason, an item is being returned after 30 days, you will be required to pay the cost of return shipping and a restocking fee.
- Most items will be subject to a 15% (25% Canada for U.S. suppliers) restocking fee.

Furniture & Equipment Returns

To ensure your satisfaction with the many furniture products that we offer, we highly recommend that you work with one of our expert furniture specialists to ensure that you get the right product to satisfy your needs. For assistance in finding your dedicated local furniture expert, please contact us at 1-888-388-3224 (1-866-519-2816 for Canada). These special requirements apply to product returns for furniture or equipment:

- A manufacturer's return authorization is required.
- Restocking fees will be charged in accordance with the Original Manufacturer's Warranty and Return policy or a minimum of 20% (30% for Canada for U.S. suppliers).
- You will also be required to pay the cost of return shipping.
- If your item is defective, it may be covered under a manufacturer warranty however a manufacturer return authorization is required and all return requests for defective products are administered based on the Original Manufacturer's Warranty Policy, subject to the rules of the manufacturer.
- Manufacturers may consider a "user-assembled" product nonreturnable once assembled, even if it is disassembled for return.

Custom Furniture Returns

Custom designed furniture built to your specifications is nonreturnable, unless it is defective or not built to your specifications. This may include products made to order with nonstandard fabrics, laminates, wood finishes, paint finishes, changes in dimensions or other alterations which deviate from the manufacturer standard design or offerings.

Cancellation of Furniture Orders

If you place an order for a custom item, and cancel it after 48 hours, you will be charged 30% of the order cost for those items.

To request a return, just follow these easy steps:

- Contact Customer Care at 1-888-388-3224 (1-866-519-2816 for Canada) or submit a request to School Specialty within 30 days of shipment to request an authorization number. Product returned without authorization, additional items not part of the original authorization, or products arriving in an unsellable condition will not be eligible for credit and products will not be shipped back to the customer.
- Repack items in the original shipping carton.
- Include a copy of your packing list, invoice and details about what you are returning.
- Include order and PO numbers for proper credit.

Freight Damage

We take extra care in ensuring that products arrive in excellent condition, however, occasional damage during shipment can occur. It is your responsibility to fully inspect your merchandise when it is delivered:

- You are responsible for inspecting your merchandise **when it is delivered**. If there is excessive damage or the shipment is incorrect, you should refuse the shipment, locate your order number and call customer care at **1-888-388-3224 (1-866-519-2816 for Canada)**.
- If you signed for your order and later find that you have a problem with damage or an incorrect shipment, you must contact us within 5 days of receipt. If you wait beyond this period to inform us, we cannot be held responsible for damages or incorrect shipments and you will not receive credit.

Product Recalls

Notification of product recalls and details are posted to the School Specialty website. This includes a detailed list of any recalled products, along with manufacturer instructions regarding any additional actions that must be taken. If there are any concerns with recalled items, please call our Customer Care department for assistance.

Important Tips for receiving your order

1. Count your cartons and sign only for those received. If you experience a shortage, note it on your packing slip and call our Customer Care Advocates.
2. Occasionally, delivery drivers do not allow enough time for you to inspect the shipment, or the order is delivered while you are not there. If the driver does not allow time for inspection of the shipment, it should be signed for, by you or a designee, noting "damaged" on the bill of lading.
3. Immediately inspect for external and internal/concealed damage. If you notice damage, keep merchandise and shipping cartons and notify Customer Care within 48 hours after you have received your shipment (Carriers will not honor claims if it has been more than 48 hours since your shipment has been received).
4. Locate your packing list.
5. Open "mixed" cartons, being careful to prevent discarding smaller items or hardware along with packing materials.
6. Record any errors on the packing list and call Customer Care at 1-888-388-3224 (1-866-519-2816 for Canada) with discrepancies.