

# TIPS VENDOR AGREEMENT

Between School Outfitters and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170804 Science Equipment and Supplies

### General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

### Definitions

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

# Terms and Conditions

## **Freight**

If applicable, all quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## **Customer Support**

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

## **Agreements**

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to all applicable statutes and codes.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

**Davis Bacon Act** requirements will be met for construction and/or repair of buildings unless otherwise agreed with the TIPS Member.

## **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 Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member 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 Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for additional one (1) consecutive year as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation. The renewal option for the one additional year is at the agreement of the parties.

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

### **Shipments (If Applicable)**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

**Fees for this award are 2%.**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. 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 records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

- 2. Indemnity for Personality Agreements.** 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 Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

2. **Indemnity for Performance Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

#### **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**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

#### **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

#### **Termination for Convenience**

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

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

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

### **Supplemental Agreements**

The TIPS Member 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

#### **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILTY TO INDEMNIFY ANY PARTY.**

### **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

### **Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

#### **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

#### **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

#### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

#### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement 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 Agreement. 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

**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.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**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.



**Bonding**

Only when applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

**Incorporation of Solicitation**

The TIPS Solicitation, Request for Proposals, Request for Qualifications or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

**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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

**Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

**Scheduling of Construction Projects (when applicable)**

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.

## Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
  - **Back Ordered Products:** If product is not expected to ship within 7 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 170804 Science Equipment and Supplies

Company Name School Outfitters

Address 3736 Regent Ave

City Cincinnati State OH Zip 45212

Phone 800-260-2776 Fax 800-494-1036

Email of Authorized Representative contracts@schooloutfitters.com

Name of Authorized Representative Angela Webb

Title Director of Sales

Signature of Authorized Representative 

Date 9/12/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 10/24/17

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins - Contracts Support	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170804	Department		Floor/Room
Title	Science Equipment and Supplies	Building		Telephone
Bid Type	RFP			Fax
Issue Date	8/3/2017 03:03 PM (CT)	Floor/Room		Email
Close Date	9/15/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

Company	School Outfitters (Schoolhouse Outfitters LLC)
Address	3736 Regent Ave  Cincinnati, OH 45212
Contact	
Department	
Building	
Floor/Room	
Telephone	(800) 260-2776
Fax	(800) 494-1036
Email	
Submitted	9/12/2017 11:30:45 AM (CT)
Total	\$0.00

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

Signature Kristy Lohmiller

Email contracts@schooloutfitters.com

## Supplier Notes

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## Bid Notes

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## Bid Activities

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## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Since 1998, educators have found School Outfitters to be an invaluable resource for furnishing their schools. With convenient online shopping and expert customer support, School Outfitters makes it easy for teachers to create effective learning environments for their students; we're a one-stop shop for all of your classroom needs. We've built relationships with some of the best-known brands in the industry, as well as building our own lines of school furniture and equipment, to ensure that educators can find the furniture and equipment they need at budget-friendly prices.
6	Primary Contact Name	Primary Contact Name	Emily Wilson
7	Primary Contact Title	Primary Contact Title	Senior Contract Specialist
8	Primary Contact Email	Primary Contact Email	contracts@schooloutfitters.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8004941036
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Kristy Lohmiller
13	Secondary Contact Title	Secondary Contact Title	Senior Contract Specialist

14	Secondary Contact Email	Secondary Contact Email	contracts@schooloutfitters.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8004941036
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelsey Naber
19	Admin Fee Contact Email	Admin Fee Contact Email	contracts@schooloutfitters.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sales Department
22	Purchase Order Contact Email	Purchase Order Contact Email	sales@schooloutfitters.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8002602776
24	Company Website	Company Website (Format - www.company.com)	www.schooloutfitters.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	61-1341943
26	Primary Address	Primary Address	3736 Regent Ave
27	Primary Address City	Primary Address City	Cincinnati
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	OH
29	Primary Address Zip	Primary Address Zip	45212

30 Search Words:

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

Activity Tables Bulletin Boards Cafeteria Furniture Cafeteria Tables Carts Classroom Rugs Cork Boards Cubbies Drafting Tables Drafting Chairs Dry Erase Boards Easels Enclosed Bulletin Boards Folding Chairs Folding Tables Library Furniture Library Tables Library Shelving Lockers Office Chairs Portable Stages Preschool Furniture Preschool Tables Preschool Chairs Risers Room Dividers School Chairs School Desks School Furniture Science Tables Science Furniture Lab Stools Stack Chairs Stools Storage Cabinets Storage Cubbies Task Chairs Training Tables Waiting Room Furniture White Boards School Tables Markerboards Classroom Desks Stack Chairs Chalkboards Blackboards Classroom Chairs Stools Teacher Chairs Lab Stools Metal Stools Chair Desks Combo Desks Teacher Desks Projection Whiteboards Cork Roll Stacking Chairs Lunch Chairs Lunch Tables Classroom Rugs Room Dividers Lab Tables Metal Folding Chairs Storage Cabinets Chair Storage Chair Carts Table Carts Locking Storage Cabinets Computer Chairs Laptop Cabinets Computer Carts Computer Desks Conference Tables Lunchroom Tables Enclosed Bulletin Boards Picnic Tables Outdoor Benches Partitions Filing Cabinets ADA Tables Media Carts

31 Yes - No

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

Yes

32 Yes - No

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

No

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

OR

(B) employs at least 500 persons in Texas?

33 Company Residence (City)

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

Cincinnati

34 Company Residence (State)

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

OH

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice:  State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.  The notice must include a general description of the conduct resulting in the conviction of a felony."  Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
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?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	3%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes



44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	18
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:  <a href="https://www.tips-usa.com/assets/documents/docs/CIQ.pdf">https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</a></p> <p>Do you have any conflicts under this statutory requirement?</p>	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	

- |    |                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                        |
|----|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 52 | Regulatory Standing                                                  | I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | Yes                    |
| 53 | Regulatory Standing                                                  | Regulatory Standing explanation of no answer on previous question.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                        |
| 54 | Antitrust Certification Statements (Tex. Government Code § 2155.005) | By submission of this bid or proposal, the Bidder certifies that:<br><br>I affirm under penalty of perjury of the laws of the State of Texas that:<br>(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;<br>(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;<br>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;<br>(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company. | (No Response Required) |

## Instructions for Certification:

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

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

56 Suspension or Debarment Certification

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

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

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

59 2 CFR PART 200 Contracts

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

Yes

60 2 CFR PART 200 Termination

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

Yes

61	2 CFR PART 200 Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

64 2 CFR PART 200 Procurement of Recovered Materials

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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67 Remedies Explanation of No Answer		
68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes



Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 70 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes  
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

77 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.

Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

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

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

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

- Terms & Conditions – Shipments:  
Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.

- Installation Services:  
Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates.

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

- Terms & Conditions -TIPS member Purchasing Procedures:

If the customer calls and requests to order off of the TIPS Science Equipment & Supplies Contract:

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

If the customer calls and does not request to order off of the TIPS Science Equipment & Supplies Contract:

School Outfitters will proactively market the TIPS Science Equipment & Supplies Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly).

- TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount.

- Volume discounts are available

by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted.

- School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.

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

82 Agreement Deviation/Compliance

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

Yes

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

- Terms & Conditions – Shipments:  
Standard lead time is 2+ days depending on if the item is made to order or not and is then based on the manufacturer's production time. Lead times could run 6-8 weeks during the summer months. All lead times are clearly communicated on all phone calls, quotes and orders.

- Installation Services:  
Installation charges will range from \$45 - \$65 per hour with a minimum trip charge of \$200. Installation charges vary based on the complexity of the job as well as the State and location of the site. Prevailing wage installation rates are available and will be quoted on an individual job basis to meet the state's wage rates.

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

- Terms & Conditions -TIPS member Purchasing Procedures:

If the customer calls and requests to order off of the TIPS Science Equipment & Supplies Contract:

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

If the customer calls and does not request to order off of the TIPS Science Equipment & Supplies Contract:

School Outfitters will proactively market the TIPS Science Equipment & Supplies Contract to the customer. School Outfitters will process the PO and will send TIPS a custom report on an agreed upon interval of time (weekly, bi-monthly, monthly).

- TIPS members must call, chat, or email to receive their discount. Orders placed online will not receive the TIPS Contract discount.

- Volume discounts are available

by calling 800-260-2776. A Sales Representative will provide a quote with additional discounts based on the volume quoted.

- School Outfitters sub-contracts all services to National and Regional Installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific sub-contractors that are Texas HUB Vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.
- School Outfitters currently does not have any covered employees or subcontractors performing services in Texas. If we have employees or subcontractors having continuing duties related to the service to be performed at the District and have or will have direct contact with students we will comply with all Texas Education Code Chapter 22 requirements.

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Line Items

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Response Total: \$0.00

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REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Sycamore Community School District	Chad Lewis	<a href="mailto:lewisc@sycamoreschools.org">lewisc@sycamoreschools.org</a>	(513) 686-1700
KIPP DC	Nate Schwartz	<a href="mailto:nate.schwartz@kipfdc.org">nate.schwartz@kipfdc.org</a>	(202)276-8008
San Mateo Foster City School District	Bridget Biggins	<a href="mailto:bbiggins@smfc.k12.ca.us">bbiggins@smfc.k12.ca.us</a>	(650)655-3331
Lake Washington School District	Marlee Sunderland	<a href="mailto:msunderland@lwsd.org">msunderland@lwsd.org</a>	(425)936-1421

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
The Aquiline Group	1801 Columbia Road, Suite 101	Washington	DC	20009	Evelyn Rodriguez	evelyn@theaquilinegroup.com	202.483.1757	202.462.3781	theaquilinegroup.com



August 21, 2017

**Letter of Authorization**

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS Contract 170804 for Science Equipment and Supplies.

Regards,

A handwritten signature in black ink, appearing to read "Paul", with a long, sweeping flourish extending to the right.

Paul Chambre  
Managing Member  
Air Science



P.O. Drawer D  
2885 Lorraine Avenue  
Temple, Texas 76503

Office: (800) 749-2258 x 238  
Cell: (254) 718-2289  
Fax: (800) 697-6258  
[www.moorecoinc.com](http://www.moorecoinc.com)

March 31, 2017

RE: Letter of Authorization  
TIPS RFP 170804 for Furniture, Furnishings and Services

To Whom It May Concern,

School Outfitters is an authorized reseller on behalf of MooreCo, Inc., manufacturer of Balt & Best-Rite brand product lines. We hereby extend our full warranty to School Outfitters for all MooreCo brand products they sell on the above referenced contract.

Should you require further information, please feel free to contact me.

Sincerely,

*Melissa Kirk*

Melissa Kirk  
Inside Sales

***NORSTAR OFFICE PRODUCTS, Inc.***

***dba: Presidential Seating Industrial / Boss / Aaria***

***Corporate Office:***

***5353 Jillson Street***

***Commerce, CA 90040***

***Tel: 323-262-1919***

***Fax: 323-262-2300***

April 3, 2017

Please consider this official confirmation that School Outfitters (3736 Regent Ave., Cincinnati, OH 45212) is an authorized dealer for Boss Office Products.

All Boss chairs and casegoods are manufactured in China.

Thank you,  
David Martin



***Manufacturer's Representative***

**Phone: (812)584-1937**

**dwmartin@seidata.com**



August 31, 2017

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all Brecknell a division of Avery Weigh-Tronix LLC, products.

School Outfitters is authorized to add Brecknell products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Best regards

A handwritten signature in black ink that reads "Connie Urban". The signature is written in a cursive, flowing style.

Connie Urban  
Brecknell Key Accounts Manager  
Fairmont, MN 56031

---

*Part of Avery Weigh-Tronix*



**THE SIGHTS & SOUNDS  
OF EDUCATION**

**August 25, 2017**

**To Whom it May Concern,**

**This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all Califone products.**

**School Outfitters is authorized to sell our products to the TIPS Contract 170804 for Science Equipment and Supplies.**

**Please feel free to contact me if you have any questions.**

**Regards,**

A handwritten signature in blue ink, appearing to read "Grace Sun", with a long horizontal flourish extending to the right.

**Grace Sun  
Marketing Specialist**

---

**9135 Alabama Avenue, #B  
Chatsworth, CA 91311  
818.407.2400  
Fax 818.407.2405  
800.722.0500  
[www.califone.com](http://www.califone.com)**



Celestron  
2835 Columbia Street  
Torrance CA 90503  
Tel: 310.328.9560  
Fax: 310.212.5835  
[www.celestron.com](http://www.celestron.com)

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

A handwritten signature in cursive script that reads "Jennifer Armstrong".





August 21, 2017

To Whom It May Concern:

On the above date, Davis Instruments Corp. (Davis) confirms that School Outfitters of Cincinnati, OH (School Outfitters) is an authorized reseller and repair center for Davis weather/meteorological products in the USA. This agreement enables School Outfitters to sell and service all Davis weather products and accessories throughout the USA, and to the TIPS contract.

Davis pledges its full support in supplying School Outfitters with all the necessary technical and product assistance.

Please note that Davis will continue to conduct business in accordance with its standard terms and conditions. Davis reserves the right to change the conditions of this agreement at any time.

Sincerely,

A handwritten signature in dark ink, appearing to read "Kim J. Humburg". The signature is fluid and somewhat stylized, with a long horizontal stroke extending to the right.

Kim J Humburg  
Wholesale Account Manager  
Customer Service  
Davis Instruments Corp  
[kimh@davisnet.com](mailto:kimh@davisnet.com)  
510-940-1834



04/10/2017

RE: TIPS RFP 1700804 for Science Equipment & Supplies

Please be advised that, School Outfitters of Cincinnati, OH is an authorized distributor Diversified Woodcrafts, INC and that School Outfitters of Cincinnati, OH is currently a reseller in excellent standing with our firm. This being the case, I offer School Outfitters my support for the aforementioned RFP, and do hereby grant them permission to add their company as an authorized agent on our behalf for both Shain and Diversified Woodcrafts, INC catalog products (to include: service, warranty, installation, etc.).

Should you have any questions or need further information, please contact me at [esurowiec@divwood.com](mailto:esurowiec@divwood.com).

Sincerely,

A handwritten signature in black ink, appearing to read "Edward Surowiec", written in a cursive style.

Edward Surowiec  
Contract Administrator  
Diversified Woodcrafts, Inc  
877-348-9663 ext 183  
920-842-5420 fax  
[esurowiec@diversifiedwoodcrafts.com](mailto:esurowiec@diversifiedwoodcrafts.com)  
[www.diversifiedwoodcrafts.com](http://www.diversifiedwoodcrafts.com)



Dynalon® Labware  
175 Humboldt Street Suite 300  
Rochester, New York 14610 USA

Tel 585-334-2064 800-334-7585  
Fax 585-334-0241  
[www.Dynalon.com](http://www.Dynalon.com)

August 22, 2017

To Whom It May Concern,

This letter verifies that School Outfitters, located at 3736 Regent Ave , Cincinnati, OH 45212-3724, is a current and authorized distributor in good standing for Dynalab Corp. / Dynalon Labware products.

Sincerely,

A handwritten signature in black ink, appearing to read "Steve Yudicky", is written over the printed name "Steve Yudicky".

Steve Yudicky

Product Manager

---



September 5, 2017

RE: Tips/Taps Purchasing Cooperative

To Whom It May Concern:

This letter will confirm that School Outfitters is an authorized dealer for Sandusky Lee, Atlantic Metal, Edsal and Buddy Products and is thereby authorized to bid and sell the entire product lines.

Thank you.

Regards,

Ronald J. Nickle

Ronald J. Nickle  
VP-Sales  
Sandusky Lee Corporation  
117 E. Washington Row  
Sandusky, OH 44870  
Phone: 800/336-0671 ext. 405  
Fax: 419/626-3308  
Email: [rnickle@sanduskycabinets.com](mailto:rnickle@sanduskycabinets.com)



Learning  
Resources®



Educational  
Insights®

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Thank you,  
Tammy Joyner



*Discover the Flipside!*

August 21, 2017

To Whom It May Concern:

This is to inform you that School Outfitters, located in Cincinnati, OH, is an authorized distributor of our goods and materials. There are no limitations imposed on School Outfitters in regards to our product line or geographical selling area within the United States.

School Outfitters is authorized to sell all products manufactured by Flipside Products, Inc. throughout the continental United States and is considered one of our key distributors in good standing.

As an authorized distributor, School Outfitters has the authority to pass Flipside Products, Inc. sales authorization through to the reseller.

Signed,

Debbie Garvey  
Vice President Sales  
Flipside Products, Inc.  
920-364-0424



August 26, 2017

Kelsey Naber  
National Sales Administrator  
School Outfitters of Cincinnati

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to add our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Sincerely,

Carsten Birch  
Vice President

**EMERGENCY EYEWASH & SHOWER TECHNOLOGY**

Guardian Equipment      312 447 8100 TELEPHONE  
1140 N North Branch St    312 447 8101 FACSIMILE  
Chicago, IL 60642          gesafety.com



4678 N. State Route 60NW  
McConnelsville, OH 43756  
877.962.4885

Jay L. Krause, National Contracts Manager

**22 August 2017**

The Interlocal Purchasing System (TIPS)  
Region 8 Education Service Center  
4845 US Hwy. 271 North  
Pittsburg, TX 75686

**RE: Letter of Authorization / RFP# 170804 /Science Equipment and Supplies.  
School Outfitters**

**Dear Procurement Professional:**

Please be advised that the aforementioned dealer is in "Good Standing" with our firm. This being the case, I support their application for the contract listed above, and do hereby grant them permission to add their company as an authorized agent (to include: sales, service, warranty, installation, etc.) on our behalf.

If you have any questions, or if I can be of further assistance in any other capacity, please do not hesitate to contact me directly.

Sincerely,

A handwritten signature in blue ink that reads "Jay L. Krause".

Jay L. Krause





**HAUSMANN INDUSTRIES**  
130 UNION STREET, NORTHVALE, NEW JERSEY 07647 • (201) 767-0255  
Fax: (201) 767-1369 • e-mail: [info@hausmann.com](mailto:info@hausmann.com) • Website: [www.hausmann.com](http://www.hausmann.com)

8/21/17

To Whom It May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products, as long as they stay in good financial standing with our company.

School Outfitters is authorized to sell our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.



George R. Batchelor

Director of Sales & Marketing



8.21.17

*To Whom it May Concern,*

*This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.*

*School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.*

*Best Regards*

A handwritten signature in black ink that reads 'Marty Cagle'. The signature is fluid and cursive, with the first name 'Marty' being more prominent than the last name 'Cagle'.

*Marty Cagle  
President*

PO Box 5981  
High Point, NC 27262  
888-626-2660 Toll Free 336-884-4007 Fax



## IRONWOOD MANUFACTURING INC.

March 30, 2017

School Outfitters  
3736 Regent Avenue  
Cincinnati, OH 45212-3724

Re: Authorized Dealer

Ref: TIPS RFP 170804 for Science Equipment & Supplies

To Whom It May Concern:

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to sell our products to the TIPS RFP 170804 for Science Equipment & Supplies.

The sales staff at Ironwood Manufacturing Inc will remain available to assist School Outfitters and their customers however we can.

Best regards,

Brandon Knudson,  
President, Ironwood Manufacturing Inc



**ken-a-vision**  
KNOWLEDGE THROUGH VISION

Ken-A-Vision Mfg. Co., Inc.  
Kathe Rusnak, Business Development Director  
5615 Raytown Road  
Kansas City, MO 64133

Stampede Presentation Products, Inc.  
Christina Rebich, Senior Relationship Manager  
3148 Broadway, Suite 307  
Grove City, OH 43123

August 22, 2017

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Thank you,

Kathe Rusnak



**SCHOOL  
OUTFITTERS**

*Furnishing great  
places to learn:*



**Learniture**

Smart School Furnishings™

**To Whom It May Concern:**

**Learniture Smart School Furnishings is School Outfitters exclusive brand made exclusively for School Outfitters. All Learniture Smart School Furnishings products sold enter the market directly through School Outfitters.**

**Sincerely,**

**Mary E Neyer  
Chief Operating Officer**

**School Outfitters - Furnishing Great Places to Learn  
3736 Regent Avenue  
Cincinnati, OH 45212-3724  
800-260-2776  
800-494-1036 (fax)  
www.schooloutfitters.com**

• [sales@schooloutfitters.com](mailto:sales@schooloutfitters.com)  
• [www.schooloutfitters.com](http://www.schooloutfitters.com)  
• 800.260.2776  
• 800.494.1036

PO Box 141231  
Cincinnati, Ohio 45250-1231



August 21, 2017

**LETTER OF APPOINTMENT**

This letter serves to confirm that the company listed hereafter is an authorized dealer of Swift Optical Instruments, Inc. and National Optical & Scientific Instruments, Inc. in good standing.

This company's dealership is valid for the following functions.

1. Sales
2. Distribution

School Outfitters

NATIONAL OPTICAL & SCIENTIFIC INSTRUMENTS, INC.

A handwritten signature in black ink that reads "Michael Hart". The signature is written in a cursive style with a long, sweeping underline.

Michael S. Hart  
General Manager



149 Entin Road  
Clifton, New Jersey 07014  
973.594.1100  
973.594.1500 - Fax

8/22/17

**CLIFTON NJ 07014**  
**ONTARIO CA 91764**  
**MEMPHIS TN 38106**

To Whom this May Concern,

This letter confirms School Outfitters located in Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Should you have any questions, please feel free to reach out.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Bresler', followed by a long horizontal line extending to the right.

Mark Bresler,  
State contracts manager  
973-594-1100 x 129  
[mbresler@nationalpublicseating.com](mailto:mbresler@nationalpublicseating.com)



**SCHOOL  
OUTFITTERS**

*Furnishing great  
places to learn.*

# Norwood<sup>TM</sup>

## Commercial Furniture

**To Whom It May Concern:**

**Norwood Commercial Furniture is School Outfitters exclusive brand made exclusively for School Outfitters. All Norwood Commercial Furniture products sold enter the market directly through School Outfitters.**

**Sincerely,**

**Mary E Neyer  
Chief Operating Officer**

**School Outfitters - Furnishing Great Places to Learn  
3736 Regent Avenue  
Cincinnati, OH 45212-3724  
800-260-2776  
800-494-1036 (fax)  
www.schooloutfitters.com**

• [sales@schooloutfitters.com](mailto:sales@schooloutfitters.com)  
• [www.schooloutfitters.com](http://www.schooloutfitters.com)  
• 800.260.2776  
• 800.494.1036

PO Box 141231  
Cincinnati, Ohio 45250-1231





**OHAUS CORPORATION**

7 Campus Drive  
Suite 310  
Parsippany, NJ 07054 USA  
800.672.7722  
973.377.9000  
Fax: 888.288.5667  
[www.ohaus.com](http://www.ohaus.com)

*To Whom it May Concern,*

*This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.*

*School Outfitters is authorized to our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.*

*Thank you,*

*Ohaus Corporation*



April 3, 2017

**RE: TIPS RFP 170804 for Science Equipment & Supplies**

Dear Sir/Madam:

This letter is to confirm that School Outfitters, located at 3736 Regent Ave Cincinnati, OH 45212 is an authorized dealer for Safco Products, including the Mayline brand, and is authorized to sell our products.

Safco Products is the manufacturer situated at: 9300 West Research Center Road New Hope, MN 55428

The company contact is Scott Gerloski telephone # (800)328-3020

Please do not hesitate to contact me if you have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Taufen', written over a white background.

Matt Taufen  
Director of Sales  
Safco Products  
800-328-3020



PO Box 170748  
Birmingham, AL 35217  
Phone: (205) 841-1922  
Fax: (205) 841-1992

April 3, 2017

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to distribute our products to the TIPS RFP 170804 for Science Equipment & Supplies.

Sincerely,

A handwritten signature in blue ink that reads "Clint Hobbs".

Clint Hobbs  
President



8/28/17

To Whom it May Concern,

This letter confirms School Outfitters of Cincinnati, OH is an authorized dealer of all our products.

School Outfitters is authorized to add our products to the TIPS Contract RFP 170804 for Science Equipment and Supplies.

Jason Suarez | Sales Mgr- Central Region- US  
SureWerx USA / Sellstrom

A handwritten signature in black ink, appearing to be 'JS', written over a horizontal line.

**Cell:** 847-412-8965 | **Fax:** 847.358.8564

**Direct:** 847-717-8409

**Address:** 300 Corporate Drive – Elgin, IL 60123

**Email:** [jsuarez@sellstrom.com](mailto:jsuarez@sellstrom.com) | **Skype:** Jason.suarez23 | **Web:** [www.sellstrom.com](http://www.sellstrom.com)



August 21, 2017, 2017

**Subject: TIPS RFP 170804 for Science Equipment and Supplies – School Outfitters Authorization Letter**

To Whom It May Concern,

Let this letter serve as notice that School Outfitters located 3736 Regent Ave., Cincinnati, OH 45212 is a dealer in good standing for Tot Mate Early Learning Furniture and I.D. Systems Furnishings for Learning Environments products as manufactured by Stevens Industries, Inc., located in Teutopolis, IL 62467.

Feel free to contact me with any questions or concerns.

Sincerely,  
Doug Bushur  
Sales Representative – Tot Mate & I.D. Systems  
Stevens Industries, Inc.  
704 West Main Street  
Teutopolis, IL 62467  
Ph: 217-857-7158  
Email: [dougb@stevensind.com](mailto:dougb@stevensind.com)



2027 HARPERS WAY, TORRANCE, CA 90501  
HIGHWAY 65, SOUTH, CONWAY, AR 72032

8/23/17

To whom it may concern,

This letter is in regards to the TIPS RFP 170804 for Science Equipment and Supplies. It is our purpose to inform you that School Outfitters of Cincinnati, OH is indeed a vendor in good standing of Virco MFG Furniture and Equipment.

Please let me know if I can be of further assistance in their process.

Best regards,



**Brent Smith**  
**Global Accounts Manager**  
**Virco Inc.**  
**2027 Harpers Way**  
**Torrance, CA 90501**

## Certification Regarding Lobbying

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

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

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

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

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

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

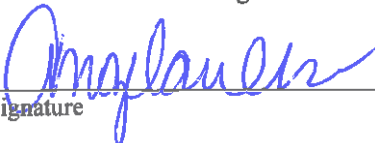
School Outfitters

3736 Regent Ave, Cincinnati, OH 45212

Name/Address of Organization

Angela Webb - Director of Sales

Name/Title of Submitting Official



Signature

8/25/2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

**Complete only one of the three below: A or B or C.**

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Angela Webb  
Print Authorized Company Official's Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: \_\_\_\_\_

**OR**

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

Signature of Authorized Company Official: Amplauerk

**OR**

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_



**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS Members anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

**1. Will you be subcontracting any of your work under this award if you are successful?** (Circle one)

YES or NO

**2. If yes, do you agree to comply with the following federal requirements?** (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name School Outfitters

Print name of authorized representative Angela Webb

Signature of authorized representative Angela Webb

Date 8/25/2017

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Angela Webb as an authorized representative of  
School Outfitters, a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

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

Angela Webb  
Signature of Named Authorized Company Representative

8/25/2017  
Date

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I **DO NOT** desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**Express Waiver:** I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

School Outfitters  
Name of company expressly waiving confidential status of material

Angela Webb - Director of Sales   
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

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



# HUB Subcontracting Plan (HSP)

## QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
  - Section 2 c. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - Yes
  - Section 4 - Affirmation
  - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - Yes, I will be subcontracting portions of the contract
  - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
  - Section 2 c. - No
  - Section 2 d. - No
  - Section 4 - Affirmation
  - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
  - Section 1 - Respondent and Requisition Information
  - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
  - Section 3 - Self Performing Justification
  - Section 4 - Affirmation

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



# HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

**-- Agency Special Instructions/Additional Requirements --**

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

[Empty box for Agency Special Instructions/Additional Requirements]

**SECTION-1: RESPONDENT AND REQUISITION INFORM**

a. Respondent (Company) Name: School Outfitters State of Texas VID #: 1611341943200 475554  
 Point of Contact: Angela Webb Phone #: 800-260-2770  
 E-mail Address: contracts@Schooloutfitters.com Fax #: 800-494-1036

b. Is your company a State of Texas certified HUB?  - Yes  - No

c. Requisition #: 170804 Bid Open Date: 9/15/2017  
(mm/dd/yyyy)

Enter your company's name here: School Outfitters Requisition #: 170804

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a <b>continuous contract*</b> in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a **continuous contract\*** in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the **"Agency Special Instructions/Additional Requirements"**.

- **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**\*Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: School Outfitters Requisition #: 170804

**SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)**

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

*\*Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: School Outfitters Requisition #: 170804

**SECTION 3: SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.


- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

School Outfitters subcontracts all services to National & Regional installation companies to allow for National coverage and competitive rates. School Outfitters does not have any current contracts with specific subcontractors that are Texas HUB vendors. School Outfitters is willing to make the effort to work with HUB vendors on a per project basis if requested by the district.

**SECTION 4: AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

 Signature      Angela Webb Printed Name      Director of Sales Title      8/25/2017 Date  
(mm/dd/yyyy)

**Reminder:**

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.





# HSP Good Faith Effort - Method B (Attachment B)

Rev. 10/14

Enter your company's name here: School Outfitters Requisition #: 170804

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

## SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

## SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs **at least seven (7) working days** to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/passcmlsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- List the **three (3)** Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to **two (2)** or more trade organizations or development centers **in Texas** to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers **at least seven (7) working days** prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.
- List **two (2)** trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) Cont.

Rev. 10/14

Enter your company's name here: School Outfitters Requisition #: 170804

## SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

## SECTION: A PRIME CONTRACTOR'S INFORMATION

Company Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
E-mail Address: \_\_\_\_\_

State of Texas VID #: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
Fax #: \_\_\_\_\_

## SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: \_\_\_\_\_  
Point-of-Contact: \_\_\_\_\_  
Requisition #: \_\_\_\_\_

Phone #: \_\_\_\_\_  
Bid Open Date: \_\_\_\_\_  
(mm/dd/yyyy)

## SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

### 1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2, we must receive your bid response no later than Select on \_\_\_\_\_  
Central Time Date (mm/dd/yyyy)

*In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.11(19)(C).*

*(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)*

### 2. Subcontracting Opportunity Scope of Work:

### 3. Required Qualifications:

- Not Applicable

### 4. Bonding/Insurance Requirements:

- Not Applicable

### 5. Location to review plans/specifications:

- Not Applicable



### **Standard Warranty**

#### **Standard Warranty Protection Terms and Conditions**

Air Science® products are supported by a standard industry which starts on the date of shipment from our factory. Under the protection period this warranty covers defects in materials and workmanship. Our liability is, at our option, to repair or replace any defective parts of this equipment if you document that these parts were defective at the time we sold the product to you.

This Warranty is valid on specified Air Science products with regard to mechanical parts AS LONG AS genuine Air Science parts and filters were used in compliance with Air Science specifications.

This Warranty constitutes the customer's sole and exclusive remedy, and Air Science's sole and exclusive responsibility with respect to any alleged breach of this limited warranty.

### **Non-Transferability**

Your Air Science product warranty is non-transferable to any parties other than the original purchaser.

### **Cancellation for Non-Payment**

Air Science reserves the right to cancel any and all warranties for products for which payment from the customer or distributor has not been received.

### **Warranty Exclusions**

The Air Science *Standard Warranty* excludes damage that results from accident, misuse, abuse, contamination, modification, normal wear and tear or other external causes. Air Science is not responsible for damage that occurs as a result of failure to follow instructions included with the original product.

All Air Science Warranties also *exclude* the following:

- Installation
- Products with missing or defaced serial numbers
- Clear panels, windows, body parts, and work surface scratches, cracks, rust, paint chips, or crazing due to chemical exposure, cleaning chemicals and/or normal use.
- Hinge tension loss due to normal use and/or chemical exposure.
- Consumables such as filters, pre-filters, HEPA or ULPA filters, fluorescent or UV bulbs, ballasts.
- Certifications and re-certifications
- Service fees performed by unauthorized personnel or agents not approved by Air Science, or electrical work performed by a non-qualified electrician.
- Non-compliant applications which are not permitted in accordance with product instructions
- Failure to follow product instructions
- Unauthorized customer modifications to the product.

- Failure to perform preventive or predictive maintenance including but not limited to regular filter replacement.
- Problems associated with accessories, parts or components not supplied by or approved by Air Science.
- Damage by fire, floods, terrorism or acts of God.

#### **What You Must Do**

- Register your Air Science product in our database using our Warranty Card or online Warranty Form.
- You may also register your Air Science product via phone. Contact our Service Department directly.
- If a service issue arises, contact Air Science Service Department and provide us with the Serial Number and nature of the problem.
  - By email: [service@airscience.com](mailto:service@airscience.com)
  - By phone, Toll-Free USA: 800-306-0656
  - By phone, 239-489-0024

#### **What Air Science Will Do**

When you return your Warranty Card or register your product through our online Warranty Registration, Air Science will maintain your product record in our database and warrant your product for its useful life. Exclusions apply.

- If a service issue arises, contact the Air Science Service Department to initiate a resolution.
- We must authorize and approve in advance a third-party service company to diagnose and service your product.
- We will not be responsible for any charges incurred for service calls made by a third party prior to our written authorization.
- Air Science retains the right to replace any product in lieu of servicing it in the field.
- Our liability in all events is limited to the purchase value only.
- Under no circumstances will Air Science be responsible or held liable for consequential or incidental damages associated with downtime, loss of processed product or other work product associated with an equipment failure.
- The warranty period starts at the original date of shipment from the Air Science factory.
- Air Science reserves the right to reject any warranty claim for a product that is not registered in our database through our Warranty Card registration or online registration form.

#### **Warranty Provisions**

All expressed and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose are limited in time to the term of this warranty. No other warranties, whether expressed or implied, will apply.

For special, indirect, consequential or incidental damages, including without limitation any liability for third-party claims against you for damages associated with product use, for products not being available for use, for lost work or for damage to products or processes being performed in association with the Air Science product, the Air Science liability will be limited to not more than the amount you paid for the product that is the subject of such a

claim. This is the maximum amount for which Air Science will be responsible. Florida law governs this warranty.

**Warranty Summary**

Standard Warranty, Subject to Change Without Notice for Future Sales

Non-Consumable Parts 12 months*	Electrical parts 12 Months*	Labor 12 Months*	Filters None	Consumables None
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*\*Warranty period starts from date of shipment from our factory.*

Air Science Product Families covered by the Standard Warranty:

Purair BIO

Purair FLEX

Custom Products

**International Distributor Limited Warranty**

- Air Science warrants that the Distributor shall acquire products purchased hereunder free and clear of all liens and encumbrances.
- Air Science further warrants all products to be free from defects in materials under normal use and service for a period of TWO YEARS.
- The Air Science warranty will start ONE MONTH after the ship date from the Air Science factory.
- Air Science shall provide to Distributor, without charge, replaceable replacement parts to substitute for products parts which must be replaced by reason of valid warranty claims.
- This warranty obligation is limited solely to the replacement of replaceable defective parts.
- All service charges with respect to the repair or replacement of defective parts or products shall be the responsibility of the Distributor and/or Distributor's customer.
- Distributor, on behalf of Air Science shall perform such ordinary and customary servicing, repair and/or parts replacement within the Territory at Distributor's expense; which may be passed on to Distributor's customer, at Distributor's discretion.



## **Legacy Warranty**

### **Air Science Legacy Warranty Protection Terms and Conditions**

This product is protected by the Air Science® *Legacy Lifetime Warranty*™ which starts on the date of shipment from our factory. This limited warranty is the result of thousands of successful Air Science production applications in pharmaceutical, laboratory, forensic, industrial and educational applications. This warranty covers defects in materials and workmanship. Our liability under the *Legacy Lifetime Warranty* is, at our option, to repair or replace any defective parts of this equipment if you document that these parts were defective at the time we sold the product to you. Normal conditions and exclusions apply. For details visit the Service section of our website at [www.airscience.com](http://www.airscience.com).

### **Non-Transferability**

Your Air Science product warranty is non-transferable to any parties other than the original purchaser.

### **Cancellation for Non-Payment**

Air Science reserves the right to cancel any and all warranties for products for which payment from the customer or distributor has not been received.

### **Warranty Exclusions**

The Air Science *Legacy Lifetime Warranty* excludes damage that results from accident, misuse, abuse, contamination, modification, normal wear and tear or other external causes. Air Science is not responsible for damage that occurs as a result of failure to follow instructions included with the original product.

All Air Science Warranties also **exclude** the following:

- Installation
- Products with missing or defaced serial numbers
- Clear panels, windows, body parts, and work surface scratches, cracks, rust, paint chips, or crazing due to chemical exposure, cleaning chemicals and/or normal use.
- Hinge tension loss due to normal use and/or chemical exposure.
- Consumables such as filters, pre-filters, HEPA or ULPA filters, fluorescent or UV bulbs, ballasts.
- Certifications and re-certifications
- Service fees performed by unauthorized personnel or agents not approved by Air Science, or electrical work performed by a non-qualified electrician.
- Non-compliant applications which are not permitted in accordance with product instructions
- Failure to follow product instructions
- Unauthorized customer modifications to the product.
- Failure to perform preventive or predictive maintenance including but not limited to regular filter replacement.
- Problems associated with accessories, parts or components not supplied by or approved by Air Science.



- Damage by fire, floods, terrorism or acts of God.

#### **What You Must Do**

1. Register your Air Science product in our database using our Warranty Card or online Warranty Form.
2. You may also register your Air Science product via phone. Contact our Service Department directly.
3. If a service issue arises, contact Air Science Service Department and provide us with the Serial Number and nature of the problem.
  - By email: [service@airscience.com](mailto:service@airscience.com)
  - By phone, Toll-Free USA: 800-306-0656
  - By phone, 239-489-0024

#### **What Air Science Will Do**

When you return your Warranty Card or register your product through our online Warranty Registration, Air Science will maintain your product record in our database and warrant your product for its useful life. Exclusions apply.

- If a service issue arises, contact the Air Science Service Department to initiate a resolution.
- We must authorize and approve in advance a third-party service company to diagnose and service your product.
- We will not be responsible for any charges incurred for service calls made by a third party prior to our written authorization.
- Air Science retains the right to replace any product in lieu of servicing it in the field.
- Our liability in all events is limited to the purchase value only.
- Under no circumstances will Air Science be responsible or held liable for consequential or incidental damages associated with downtime, loss of processed product or other work product associated with an equipment failure.
- The warranty period starts at the original date of shipment from the Air Science factory.
- Air Science reserves the right to reject any warranty claim for a product that is not registered in our database through our Warranty Card registration or online registration form.

#### **Warranty Provisions**

All expressed and implied warranties for the product, including but not limited to any implied warranties and conditions of merchantability and fitness for a particular purpose are limited in time to the term of this warranty. No other warranties, whether expressed or implied, will apply.

For special, indirect, consequential or incidental damages, including without limitation any liability for third-party claims against you for damages associated with product use, for products not being available for use, for lost work or for damage to products or processes being performed in association with the Air Science product, the Air Science liability will be limited to not more than the amount you paid for the product that is the subject of such a claim. This is the maximum amount for which Air Science will be responsible. Florida law governs this warranty.

**Warranty Summary**

**Air Science Legacy Lifetime Warranty, Subject to Change Without Notice for Future Sales**

<b>Non-Consumable Parts</b>	<b>Electrical parts</b>	<b>Labor</b>	<b>Filters</b>	<b>Consumables</b>
Lifetime	24 Months	24 Months	None	None

*\*Warranty period starts from date of shipment from our factory.*

**Air Science Product Families covered by the Air Science Legacy Lifetime Warranty:**

**Purair Basic**

**Purair Advanced**

**ECO**

**EDU**

**Fume Box**

**Safefume**

**Evidence Bench**

**Safekeeper**

**FLOW**

**Laminar Flow**

**PCR**

**Safestore**

**Total Exhaust**

**SKY**

**Vented Enclosure**

**DWS and Mobile**

**Vent-Box**

Pop-Up

Drum Cart Enclosure

Robot Enclosure

Drying Cabinet and Dual

**SafeDevelop**

**Drugkeeper**

**UV Box**

**International Distributor Limited Warranty**

- Air Science warrants that the Distributor shall acquire products purchased hereunder free and clear of all liens and encumbrances.
- Air Science further warrants all products to be free from defects in materials under normal use and service for a period of TWO YEARS.
- The Air Science warranty will start ONE MONTH after the ship date from the Air Science factory.
- Air Science shall provide to Distributor, without charge, replaceable replacement parts to substitute for products parts which must be replaced by reason of valid warranty claims.

- This warranty obligation is limited solely to the replacement of replaceable defective parts.
- All service charges with respect to the repair or replacement of defective parts or products shall be the responsibility of the Distributor and/or Distributor's customer.
- Distributor, on behalf of Air Science shall perform such ordinary and customary servicing, repair and/or parts replacement within the Territory at Distributor's expense; which may be passed on to Distributor's customer, at Distributor's discretion.



**Warranty Registration**  
**Air Science Online Warranty Registration**

**IMPORTANT POLICY STATEMENT – GLOBAL SALES**

Air Science® products are used for a variety of critical applications in life science, pharmaceutical manufacturing, industrial testing and processing, and more.

*It is important that we maintain an accurate record of your product sale and installation so that we can notify you of upgrades, improvements, predictive performance, component recall or other events critical to your safety and the safety of your product and its application.*

**WARNING**

Failure to submit a Product Registration may result in delay or denial of Warranty coverage. For questions contact Air Science direct.

**CANCELLATION FOR NON-PAYMENT**

Air Science reserves the right to cancel any and all warranties for products for which payment from the customer or distributor has not been received.

**INSTRUCTIONS**

- Please complete and submit the Online Registration Form for our records.  
Register Here: <https://www.airscience.com/warranty-registration>
- Required fields are indicated by \* mark.



PO Drawer D  
 2885 Lorraine Avenue  
 Temple TX 76503  
 254-778-4727 (O)  
 254-773-0500 (F)

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

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

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

Products	Warranty
PVC and melamine laminate desks, tables, workstations, carts, and other furniture	1 Year
Economy Soft Seating	1 Year
HPL laminate desks, tables, workstations, carts, and other furniture	12 Years
Height adjustable seating	2 Years
Non-adjustable seating	12 Years
Contract Soft Seating	See Spec Guide for details
The surface of whiteboards and mobile whiteboards with surface of glass, Gorilla Glass, porcelain steel, porcelain aluminized steel and Rubber-Tak	50 Years
The surface of whiteboards and mobile whiteboards with surface of Dura-Rite	20 Years
The surface of whiteboards and mobile whiteboards with surface of Magne-Rite and tack boards	10 Years
The surface of whiteboards and mobile whiteboards with a surface of TuF-Rite	5 Years
The surface of whiteboards and mobile whiteboards with a surface of Mark-Rite	3 Years
iTeach carts – with exception of electrical components	12 Years
iTeach carts – electrical components only	1 Year
OneBoard – Surface Warranty	Limited Lifetime - MooreCo warrants the owner of the original installation that the surface material is to be free of defects for a lifetime of normal use
OneBoard – Electrical	2 years



PO Drawer D  
 2885 Lorraine Avenue  
 Temple TX 76503  
 254-778-4727 (O)  
 254-773-0500 (F)

OneBoard – Operating System compatibility	No warranty is express or implied due to future operating system updates and other modifications including software versions. Contact MooreCo for details
Other Products not listed	1 Year

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

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

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

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

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

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

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

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



### **NORSTAR OFFICE PRODUCTS SIX-YEAR LIMITED WARRANTY FOR CHAIRS**

NORSTAR Office Products wants you to be happy with our products. When used and maintained properly, they will provide you with years of satisfaction.

NORSTAR chairs are warranted against manufacturing defects in material and workmanship for six years from the ORIGINAL DATE OF RETAIL PURCHASE with the following exceptions:

Upholstery materials, foam, gas cylinders, wood components and control mechanisms.

Upholstery materials and foam are warranted against unusual wear or deterioration and gas cylinders, wood components, and controls against structural failure or unusual wear for TWENTY-FOUR months. All electronic components for the heating units have a 180 day warranty period.

The warranty obligation is limited to the replacement or repair, at NORSTAR OFFICE PRODUCTS' option, of defective parts and components. The warranty of this product is null and void if the product is subject to negligence, abuse, misuse, modification, accident, or if the customer does not perform the necessary maintenance outlined below. The warranty is only applied to the original retail purchaser of the product and will not be honored if the product is resold. All warranties are for normal usage defined as a forty-hour workweek by persons weighing two hundred fifty pounds or less. Exceptions are the model B205 that is limited to one hundred fifty pounds. The B709, B7719, B990, B991 and B992 which are limited to three hundred fifty pounds and B670 and BR99801 which are limited to three hundred pounds. Should any component be found to be defective under normal single shift usage (eight hours a day), that component will be replaced free of charge. In order to get the replacement part, please return the product or part to the dealer from whom it was purchased. The dealer will send the defective part to the manufacturer, freight prepaid. The manufacturer will replace the defective parts and send them to the dealer, freight prepaid. The manufacturer is not responsible for labor and/or redelivery charges. Customers must be responsible for maintenance of this product including assembly, cleaning, and making sure all hardware is securely fastened.

This warranty applies only to the product; the manufacturer is not responsible in any way for loss, inconvenience or any other special or consequential damages. This warranty is the only warranty applicable on all Norstar products. All other warranties, expressed or implied prior, are disclaimed.

### **NORSTAR OFFICE PRODUCTS ONE-YEAR LIMITED WARRANTY FOR CASEGOODS AND SLIP COVERS**

NORSTAR casegoods and slip covers are warranted against manufacturing defects in material and workmanship for one year from the ORIGINAL DATE OF RETAIL PURCHASE.

The pricing contained herein reflects standard freight through port of entry, and from Norstar Office Products warehouses. All pricing is FOB our facility. Norstar Office Products reserves the right to proportionally implement on a per unit basis, any port surcharges, including congestion and peak season charges as applied by ocean freight lines. Additionally, we reserve the right to pass along proportionally any port fees and or charges implemented by any port of entry or government agency.



**LIMITED WARRANTY**

Brecknell warrants its products to be free from defects in material and workmanship for a period of one (1) year from date of shipment. Any product found to be defective within this time period may be returned to Brecknell, freight prepaid, with prior return authorization for repair or replacement at no charge.

Brecknell's liability under this warranty is limited to the repair or replacement of the defective product and in no event shall Brecknell be liable for consequential or indirect damages to equipment or personnel. Nor shall Brecknell be liable for damages to equipment or personal injury caused by misuse, overload, accidental damage, alteration, improper installation or unauthorized opening of the equipment. Under no circumstances will Brecknell be responsible for any indirect or consequential damages due to errors in weighing or failure of a Brecknell product to perform properly.

This warranty is in lieu of all other warranties, express or implied. This warranty constitutes Brecknell's exclusive warranty. There are no other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.

**PEGASUS FLOOR SCALE LIMITED WARRANTY**

All Pegasus floor scales have labor coverage for the first 90 days of operation. A fixed repair charge of \$125 will be used for warranty failures during this 90-day period. Parts will be replaced free of charge for the full one-year period on return of the defective parts to Fairmont, MN. Labor is only available during the first 90 days.

**LOAD CELL WARRANTY POLICY**

This warranty does not apply to Load Cells which may have been shock loaded. Defective load cells are factory tested and if shock loading or acts of nature is indicated, they will be returned to the purchaser with a test report. Equipment modification, misuse, negligent handling and impact, improper installation, misapplication, damage due to lightning, fire, water, high voltage or corrosion, will not be covered under warranty.

**RETURN POLICY**

Items may be returned to Brecknell within 30 days of purchase for a credit or refund, freight prepaid, with prior return authorization approval from Brecknell. In the case of standard items these returns may be subject to a restocking fee of 20% if returned in the original packaging and in an unused condition. Non-standard items may be returned during the 30-day period but restocking fees may vary based on the nature of the item.



## Warranties & Services

Califone® products are under warranty for use in schools, unlike items purchased from consumer electronic stores, whose warranties would be voided if used within a school. While within a valid warranty period and only with prior authorization, defective products may be returned to the Califone Service Department at sender's cost for service and repair. Out-of-warranty items may be returned for service and repair for a fee. Califone reserves the right to charge an additional fee for products with extensive physical damage, however we will not proceed with service without your authorization.

Warranty covers products outside the United States only if purchased through an authorized international Califone distributor or Califone dealer within the country of purchase. The warranty does not cover improper assembly or installation of parts or accessories not originally intended or compatible with the device as sold, damage or failure due to accident, misuse or neglect, or modification.

Califone warranty policy guarantees our products to be free from defects for the length listed below.

PA Systems Infrared systems/Array Speakers/PA920 series amplifiers only, PA310/PA329 transformers only	Six year warranty
PA Systems PA310/PA329, PA419-02, PA920 series components (Rechargeable Battery, Wireless Receivers, Transmitters, CD Mechanism)	One year warranty
Microphones	One year warranty
Multimedia Players Phonographs, Cassettes, CD, DVD, Boomboxes, and all Jackboxes	One year warranty
Headphones & Headsets - 2 Year Warranty SA370, 2985, HIR Series, CLS Series, 2964	Two year warranty
Heavy Duty Headphones & Headsets - 3 Year Warranty 2924, 1534BK, 610, EH, OH, DS, 3066, SA740, 2800, 2610, HPK (Titanium), 3068 Series, 4100, HS-BE, HS-PA, HS-TI	Three year warranty
Gaming Headsets CH131, CH507	One year warranty
E3 Series Earbuds E3, E3T & E3USB	One year warranty
Lightweight Headphones & Earbud 3060, 3064AV, 3065, CA-2, E2 & 8200-HP	90 Day warranty
Hearing Protectors & Earbud HS5, HS10, HS20, E1	30 Day warranty
Computer Peripherals (except AX-12, Three month warranty)	One year warranty
Document Camera DC596	Two year warranty



## **Warranty**

Celestron offers 2-Year or Limited Lifetime Warranties on almost all our products. Read on to check on the terms and conditions of your product's warranty.

### **2-YEAR WARRANTY**

- A. Celestron warrants your product to be free from defects in materials and workmanship for two years. Celestron will repair or replace such product or part thereof which, upon inspection by Celestron, is found to be defective in materials or workmanship. As a condition to the obligation of Celestron to repair or replace such product, the product must be returned to Celestron together with proof-of-purchase satisfactory to Celestron.
- B. The Proper Return Authorization Number must be obtained from Celestron in advance of return. Call Celestron at 310-328-9560 to receive the number, and display it on the outside of your shipping container.

All returns must be accompanied by a written statement setting forth the name, address, and daytime telephone number of the owner, together with a brief description of any claimed defects. Parts or product for which replacement is made shall become the property of Celestron. The customer shall be responsible for all costs of transportation and insurance, both to and from the factory of Celestron, and shall be required to prepay such costs.

Celestron shall use reasonable efforts to repair or replace any product covered by this warranty within thirty days of receipt. In the event repair or replacement shall require more than thirty days, Celestron shall notify the customer accordingly. Celestron reserves the right to replace any product which has been discontinued from its product line with a new product of comparable value and function.

This warranty shall be void and of no force of effect in the event a covered product has been modified in design or function, or subjected to abuse, misuse, mishandling or unauthorized repair. Further, product malfunction or deterioration due to normal wear is not covered by this warranty.

CELESTRON DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR USE, EXCEPT AS EXPRESSLY SET FORTH HEREIN. THE SOLE OBLIGATION OF CELESTRON UNDER THIS LIMITED WARRANTY SHALL BE TO REPAIR OR REPLACE THE COVERED PRODUCT, IN ACCORDANCE WITH THE TERMS SET FORTH HEREIN. CELESTRON EXPRESSLY DISCLAIMS ANY LOST PROFITS, GENERAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHICH MAY RESULT FROM BREACH OF ANY WARRANTY, OR ARISING OUT OF THE USE OR INABILITY TO USE ANY CELESTRON PRODUCT. ANY WARRANTIES WHICH ARE IMPLIED AND WHICH CANNOT BE DISCLAIMED SHALL BE LIMITED IN DURATION TO A TERM OF TWO YEARS FROM THE DATE OF ORIGINAL RETAIL PURCHASE.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitation on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Celestron reserves the right to modify or discontinue, without prior notice to you, any model or style of your product.

If warranty problems arise, or if you need assistance in using your product, contact:  
Celestron

Customer Service Department  
2835 Columbia Street  
Torrance, CA 90503  
<http://www.celestron.com/support>  
Call: 310-328-9560  
Hours: Monday-Friday 8am-4pm PST

NOTE: This warranty is valid to U.S.A. and Canadian customers who have purchased this product from an authorized Celestron dealer in the U.S.A. or Canada. Warranty outside the U.S.A. and Canada is valid only to customers who purchased from a Celestron's International Distributor or Authorized Celestron Dealer in the specific country. Please contact them for any warranty service.

Celestron warrants most of its products to be free from defects in materials and workmanship for the product's usable lifetime to the original owner. Each product will list the warranty for it on the Celestron website.

Celestron will repair or replace the product which, upon inspection by Celestron, is found to be defective in materials or workmanship and within the definitions of the limits described below.

This warranty is effective January 1, 2012, and supersedes all other warranties as noted in brochures, instruction manuals, product packaging, etc.

This warranty does not cover products that have been subject to abuse, misuse, physically damaged, altered, or had unauthorized repairs or modifications. This warranty does not cover defects due to normal wear and tear and other conditions.

Celestron shall use reasonable efforts to repair or replace any binocular or spotting scope covered by this warranty within thirty calendar days of receipt. If it takes longer, the customer will be notified.

If warranty problems arise, or if you need assistance in using your product, contact:  
Celestron

Customer Service Department  
2835 Columbia Street  
Torrance, CA 90503  
<http://www.celestron.com/pages/support>  
Call: 310-328-9560  
Hours: Monday-Friday 8am-4pm

This warranty is valid to U.S.A. and Canadian customers who have purchased this product from an authorized Celestron dealer in the U.S.A. or Canada. Warranty service outside the U.S.A. and Canada is valid only to customers who purchased from a Celestron Distributor or authorized Dealer in the specific country and please contact them for such service.

### **LIMITED LIFETIME WARRANTY**

#### **Limitations of Normal Wear and Tear**

Product exteriors (rubber or other material) are fully covered for five years against defects in materials and workmanship but small scratches or blemishes are not covered.

Included accessories such as lens caps/covers, eyecups, cases/pouches, and straps are fully covered for two years against defects in materials and workmanship, but are not covered for accidental loss.

Over time, optical coatings may develop small blemishes through normal wear and tear or abuse under various environmental conditions. These are not covered and the determination is at the sole discretion of Celestron.

#### **Other Limitations Not Covered**

The basic optical system is covered for the useful life of the product for the original owner.

Collimation and optical alignment issues must be claimed within 30 days of purchase.

Loss of the product or of lens caps/covers, eyecups, cases/pouches, or straps are not covered.

### **Return Process**

As a condition to the obligation to repair or replace your product, it must be returned to Celestron prepaid with proof of purchase satisfactory to Celestron and, for binoculars and spotting scopes, the appropriate return shipping and handling charge noted below.

The proper Return Authorization Number must be obtained from Celestron in advance of return. Call Celestron at 310-803-5955 or go to [www.celestron.com/pages/support](http://www.celestron.com/pages/support) to receive the number to be displayed on the outside of your shipping box.

All returns must be accompanied by a written statement with the name, address, telephone number, and email address of the owner together with a brief description of any claimed defects.

For binoculars and spotting scopes, the customer must send a check or money order in the amount of \$14.95 made out to Celestron.

Parts or products for which replacement is made shall become the property of Celestron.

Celestron reserves the right to replace any product which has been discontinued from its product line with a new product(s) of comparable function at its sole discretion. Celestron does not issue refunds but only repair or replacement.

### **Celestron Disclaimer of Warranties**

Celestron disclaims any warranties, express or implied, whether of merchantability or fitness for a particular use, except as expressly set forth herein.

The sole obligation of Celestron under this limited warranty shall be to repair or replace the covered product, in accordance with the terms set forth herein. Celestron expressly disclaims any lost profits, general, special, indirect or consequential damages which may result from breach of warranty, or arising out of the use or inability to use any Celestron product. Any warranties which are implied and which cannot be disclaimed shall be limited in duration to a term of one year from the date of original retail purchase.

Some states do not allow the exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the above limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

#### Previous Binocular/Spotting Scope Warranty Information

From January 1, 2005, through December 31, 2011, Celestron offered a No Fault Warranty on all binoculars and spotting scopes. For a charge of \$25 for binoculars and \$35 for spotting scopes, any binocular or spotting scope would be repaired or replaced with the same or similar product at the sole discretion of Celestron regardless of how the binoculars or spotting scope were damaged or rendered unusable. The customer must be the original owner, provide proof of purchase, and return the binoculars or spotting scope prepaid to Celestron.

From January 1, 2003, through December 31, 2004, Celestron offered a No Fault Warranty on the Regal, Noble, and Ultima binocular lines. The details are the same as noted above.

From January 1, 2000, through December 31, 2002, Celestron offered a Limited Lifetime Warranty on all binoculars and spotting scopes. The limitations at that time were similar to wear and tear as noted in the current Limited Lifetime Warranty.

Prior to 2000, Celestron offered a Limited Lifetime Warranty on specific models. Some models had other specific year warranties which have expired.



## 1 Year Limited Warranty

We warrant our products to be free of defects in material and workmanship for one year from the date of original purchase. While we make every effort to carefully manufacture our products to the highest standards of quality, occasionally parts may be found to be missing, defective, or damaged.

If you have a defective part, return the product to us, shipping charges prepaid. Include proof of purchase and a written explanation of the trouble. During the warranty period, we will, at our option, either repair or replace the product free of charge. Please do register your Davis product, even if you didn't buy it from us. This will make the warranty process easier. You can register your Davis product here: <https://www.davisnet.com/warranty-registration/online-registration/>

This warranty does not cover damage due to improper installation or use, lightning, negligence, accident, or unauthorized service, or to incidental or consequential damages beyond the Davis products themselves. Implied warranties are limited in duration to the life of this limited warranty.

Some states do not allow limitation on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.



This warrantee will begin at the time of substantial completion of the job.

Products are guaranteed against material defect and/or faulty workmanship from plant for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is expressed or implied.

Thank you.

A handwritten signature in black ink, appearing to read "Edward Surowiec", written in a cursive style.

**Edward Surowiec**  
**Contract Administrator**  
**Diversified Woodcrafts, Inc**  
877-348-9663 x 183  
920-842-5420 (fax)  
esurowiec@diversifiedwoodcrafts.com  
WWW.diversifiedwoodcrafts.com



**DYNALON WARRANTIES:**

Dynalon only warrants that products supplied by Dynalon under normal use and application are free from defects in material and workmanship and will conform with Dynalon specifications under observance of chemical, physical and biological properties. All other warranties, express or implied, including warranties of merchantability and fitness for a particular purpose are excluded and disclaimed. Dynalon's warranty for any product is void and of no effect, if such products or parts thereof have been subject to abuse, misuse, accident, alteration, unauthorized repair or other use not in conformity with intended purpose.





## LIMITED WARRANTY

Edsal Manufacturing Company, Inc. products are guaranteed for a period of one (1) year from the date of purchase. The **SOLE AND EXCLUSIVE REMEDY** for such defects is the repair or replacement of a defective product or parts thereof by Edsal Manufacturing Company, Inc. or, at Edsal Manufacturing Company, Inc. option, refund of the purchase price upon return of the item to Edsal Manufacturing Company, Inc..

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Edsal Manufacturing Company, Inc., failure to abide by safety precautions prescribed by Edsal Manufacturing Company, Inc. or modification or repair by persons not authorized by Edsal Manufacturing Company, Inc..

**Edsal Manufacturing Company, Inc. makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.**

**EDSAL MANUFACTURING COMPANY, INC. LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.**

Buyer assumes all risk and liability resulting from the use of the product whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS.



**Educational  
Insights**

## Our Playful Promise

### Guaranteed to make you happy!

You're gonna love this! If for any reason your Educational Insights' product isn't perfectly perfect, we'll take it back. Whether it's just not what you thought it would be or it stopped working properly, we want to make it right. Simply send it back to us within 365 days of your purchase and we'll happily refund your money. A whole year - no kidding! That should put a smile on your face!

### Return Instructions:

For faster processing of your return, call us at 800-995-4436 for a Return Materials Authorization (RMA) number. Then, just fill in the RMA# on your packing slip and on your return label provided on the packing list. Affix the return label to the outside of your return shipment, enclose the packing slip, and send it back to us via UPS or insured Parcel Post at the following address (you are responsible for the return shipping costs if the product is NOT defective):

Educational Insights, Direct Order Returns  
380 N. Fairway Dr.  
Vernon Hills, IL 60061

### Warranty

At Flipside Products, Inc. we stand behind all of the products we sell. We guarantee that all products will ship free from defects in material and workmanship. If any product fails to perform under normal use or if you are not pleased with the quality call our customer service department.

Some products have warranty specifics. All hardwood and hardboard parts are guaranteed for one year. Writing surfaces, corrugated, foam products, and printed products, all carry different levels of guarantee but all are backed by our satisfaction guarantee.

## Terms and Conditions of Sale

**GENERAL.** This price list supersedes all prior price lists or quotations for like merchandise. The prices shown herein are not intended to represent actual resale prices in any particular market. No obligation is assumed by Guardian Equipment Inc. (the Company) to sell the goods listed herein or in its catalog to any person, at any price. All orders are subject to credit approval and acceptance by the Company at its home office in Chicago, Illinois.

**PRICES, TAXES AND MINIMUM CHARGE.** Prices are subject to change without notice and all orders are accepted at the prices prevailing at time of shipment. All prices listed herein will be increased by any tax imposed by any governmental body. All orders for goods with a total invoice price of less than \$25.00 net will be billed at \$25.00.

**DELIVERY.** The Company's responsibility ceases upon delivery of the material in good order to the carrier. Delivery to the carrier shall constitute delivery to the Buyer.

The Company is not responsible for delays in deliveries which are due to unavailability of raw materials, fire, flood, accident, strike, embargo, war, labor stoppage, inadequate transportation, delay or default by vendors, government regulations or any other causes beyond its control.

All delivery dates are subject to credit approval and account status at time shipment is to be made. No shipment will be made if the Buyer's account is in arrears or if shipment would cause any applicable credit limit to be exceeded.

In the event that a performance or supply bond is in effect, the Buyer must give the Company thirty days' prior written notice before submitting any claim under any such bond.

**TERMS.** Net 30 days from date of invoice. 2% cash discount is allowed from date of invoice, as follows: Invoices dated the 1st to 15th of the month may be discounted on or before the 25th of the same month. Invoices dated the 16th to 31st of the month may be discounted on or before the 10th day of the following month. Cash discount is calculated on the invoice before any charge for freight and before addition of any applicable taxes. All unearned discounts will be charged back to Buyer. A service charge of 1-1/2% per month (18% per annum) will be added to all past due invoices. No shipments will be made to accounts which are in arrears.

**FREIGHT.** All prices are FOB Chicago, Illinois.

**WARRANTY.** All products are carefully manufactured, tested, inspected and packed. The Company unconditionally warrants all products against manufacturing defects. If any item, within two years after purchase, proves defective due to faulty workmanship or material, the Company will, at its option, repair the defective item or furnish a new item of the same type. No labor, transportation or other consequential damages will be allowed in any such case. Any modification, alteration or repair to an item manufactured by the Company by other than an authorized representative of the Company will nullify this warranty.

As the installation and use of the Company's products is beyond its control, no warranty of any kind is made by the Company as to the effects of such use or the results to be obtained therefrom. It is the Buyer's responsibility to select the appropriate product for the use which is intended and which will satisfy any applicable governmental codes, rules and regulations. The Company is not responsible for any losses which may result from selection and/or installation of products which are unsuitable or improper for a particular application, or which do not satisfy governmental codes, rules or regulations.

**SHORTAGES.** If shipment of material is not received within 10 days after receipt of invoice, the Company must be notified at once. Otherwise, no claim will be honored for failure to receive shipment. No claim for shortage will be honored unless the Company is notified in writing within 5 days after receipt of shipment.

**RETURNED GOODS.** No material may be returned without prior written authorization. All returns are subject to a 25% or \$50.00 minimum handling charge and any expense necessary to put material in saleable condition. Special fixtures and coated products are not subject to return.

**PRODUCT CHANGES.** Due to the continuing improvement of products and other factors, the Company reserves the right to substitute material and/or to make changes in design, rough-in dimensions or other specifications shown and described in any of our printed literature. Such changes may be made without notice to the Buyer.

The above terms and conditions and any terms and conditions contained in the Company's printed acknowledgment or invoice apply regardless of any printed terms on the Buyer's order.



P.O. Box 400, Malta, OH 43758 · phone 740.962.4885 · fax 740.962.4877

## LIFETIME WARRANTY

**LIMITED LIFETIME WARRANTY:** Products manufactured at our facilities after the effective date of 1 May 2012 are warranted to be free from material manufacturing defects.

During this period we will, at our sole discretion, replace or repair any product that upon its inspection exhibits defects in material or workmanship.

We reserve the right to require that each warranty claim unit(s) be returned to an address as provided by us, packaged complete (all freight prepaid with proof of purchase) for inspection prior to making a determination as to the validity of a warranty claim.

If warranted, this warranty shall be limited to include replacement unit(s), parts, or materials only.

This warranty does not cover normal wear, damage in transit, or damage caused by misuse, abuse, improper installation, accidents, Acts of God, color, or texture of finish, other covering materials, or natural wood characteristics or anomalies. (Third-party buyouts, when applicable, such as electronics or other products not manufactured by us, will be covered under the warranty terms of the original manufacturer of not less than one year.)

This warranty is nontransferable and applies only to the original purchaser.

No other warranty is expressed or implied.



**Hausmann “Peace of Mind” 3-Year Ltd. Warranty (USA & Canada Only)**

Hausmann Industries, Inc., (Hausmann) warrants to the original buyer that each Hausmann product shall be free from defects in material and workmanship and agrees to remedy any such defect or to furnish a new or equal part in exchange therefore. Warranty covers parts for three (3) years and covers repairs for the first year, commencing on date of original shipment. Labor coverage may not include replacement or installation of small parts or components. Hausmann Customer Service and/or Sales will determine the technical level of service needed and approve labor coverage on a case by case basis.

This warranty covers defects in materials and workmanship provided such product is used for the normal purpose for which intended, and damage is not the result of abuse or misuse. We are not responsible for charges for repairs or other work, without prior written authorization by Hausmann Industries. We reserve the right to repair or replace defective products at our sole discretion.

This warranty does not include damage resulting from accident and expressly excludes normal wearing of parts, or defect caused by transportation, accident, fire, flood, alteration, or negligence. Hausmann Industries shall not be liable for any direct or indirect, incidental, exemplary, or consequential damages or delay, including damages for loss of income or loss of use.

**Hausmann “Peace of Mind” 3-Year Ltd. Warranty (International – all but USA & Canada)**

Hausmann Industries, Inc., (Hausmann) warrants to the original buyer that each Hausmann product shall be free from defects in material and workmanship and agrees to remedy any such defect or to furnish a new or equal part in exchange therefore. All Hausmann equipment shipped internationally has a 3 year limited warranty against defects in material and workmanship. International warranty includes Parts and Freight only for the first year, and parts only (Ex-Works, FOB factory) in years 2 & 3. Hausmann’s International warranty specifically does not include labor or any other costs.

This warranty covers defects in materials and workmanship provided such product is used for the normal purpose for which intended, and damage is not the result of abuse or misuse. We are not responsible for charges for repairs or other work, without prior written authorization by Hausmann Industries. We reserve the right to repair or replace defective products at our sole discretion.

This warranty does not include damage resulting from accident and expressly excludes normal wearing of parts, or defect caused by transportation, accident, fire, flood, alteration, or negligence. Hausmann Industries shall not be liable for any direct or indirect, incidental, exemplary, or consequential damages or delay, including damages for loss of income or loss of use.



## Limited Warranty

**Single Shift Seating-**Intensa, Inc. warrants to the original purchaser that its product will be free from defects in materials and workmanship under single shift use and service for (10) years from date of shipment. Intensa, Inc. will not be responsible for any product failure due to abuse, misuse, modification, improper use or for any use which exceeds the published capacity of the product which is 300lbs. This warranty does not cover upholstery materials, either supplied by Intensa, Inc. or the purchasers as COM. All upholstery material supplied by us will offer a (2) year warranty. Should a defect occur on upholstery material supplied by us and used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization.

**Multi Shift Seating-**Intensa, Inc. warrants to the original purchaser that its product will be free from defects in materials and workmanship under multi shift use and service for (3) years from date of shipment. Intensa, Inc. will not be responsible for any product failure due to abuse, misuse, modification, improper use or for any use which exceeds the published capacity of the product which is 300 lbs. This warranty does not cover upholstery materials, either supplied by Intensa, Inc. or the purchasers as COM. All upholstery material supplied by us will offer a (1) year warranty. Should a defect occur on upholstery material supplied by us and used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization.

**Exam Tables (400,410,420)-**Intensa, Inc. warrants to the original purchaser that its product will be free from defects in materials and workmanship under single shift use and service for (5) years from date of shipment. Intensa, Inc. will not be responsible for any product failure due to abuse, misuse, modification, improper use or for any use which exceeds the published capacity of the product which is 450 lbs. This warranty does not cover upholstery materials, either supplied by Intensa, Inc. or the purchasers as COM. All upholstery material supplied by us will offer a (2) year warranty. Should a defect occur on upholstery material supplied by us and used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization. Vinyl wrap on theme tables have a (2) year warranty.

**Exam Tables (460,470,490)-**Intensa, Inc. warrants to the original purchaser that its product will be free from defects in materials and workmanship under single shift use and service for (5) years on metal frame. On lifting columns, actuators and control boxes (2) years from date of shipment (these components will be tested for misuse or abuse on any claim submitted to Intensa and settled after testing is complete. Exceeding weight limit will cause failure and will be indicated in testing). Intensa, Inc. will not be responsible for any product failure due to abuse, misuse, modification, improper use or for any use which exceeds the published capacity of the product which is 600 lbs. This warranty does not cover upholstery materials, either supplied by Intensa, Inc. or the purchasers as COM. All upholstery material supplied by us will offer a (2) year warranty. Should a defect occur on upholstery material supplied by us and used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization.

**Lighting-**Intensa, Inc. warrants its lighting product to be free from defects and workmanship under normal use and service for a period of (5) years from date of shipment (except model 500 which carries a 1 year warranty) . Should a defect occur on any lighting product used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization. Any claims on the above warranty using outside labor or other charges will be allowed only with the consent and prior written approval by Intensa, Inc. Products must not be returned without proper written authorization from Intensa, Inc. Request for authorization must be in writing and accompanied by the original purchase order.

**Medical Equipment-**Intensa, Inc. warrants its product to be free from defects and workmanship under normal use and service for a period of (1) year from date of shipment. Should a defect occur on any product used under normal conditions, we will repair or replace defective product free of charge provided that product is returned to us promptly, prepaid, and with return authorization. Any claims on the above warranty using outside labor or other charges will be allowed only with the consent and prior written approval by Intensa, Inc. Products must not be returned without proper written authorization from Intensa, Inc. Request for authorization must be in writing and accompanied by the original purchase order.

**\*\*Please Read Carefully For All Chair Styles That Use A Foot Ring\*\***

Please note for all chairs or stool models that use a foot ring; the foot ring is **not** to be used as a step to facilitate the lifting of an individual up and into the chair. The sole purpose of the foot ring is the resting of feet only! All models that have a height range 23" to 35" require strict adherence to the 300 lb. weight limit of the product, especially during full extension of pneumatic lift. Intensa will not be liable for any failure to adhere to the above design specifications. **Improper use of Foot Rings voids warranty.**

(Continued)



## Limited Warranty

**Caseworks-** Intensa warrants its products, to the original owner, to the extent of the purchase price, to be free from defects in material and workmanship for a period of 7 years from the date of the original shipment, if the products are properly installed, maintained, serviced and used under normal conditions. Products are not warranted against the effects of normal wear and tear, misuse, negligence, or accident. Warranty is void with respect to any product which has been modified after initial installation. Standard products are not warranted against damage caused by exposure to heat or moisture. Products are not warranted against problems or damage caused by the failure of walls to support the weight imposed by the attachment of cabinets. Products are not warranted against the effects of overloading cabinets and/or shelves.

The obligation under this warranty of Intensa, Inc. is limited to repairing without charge, or replacing, all products which it is satisfied were defective when originally shipped. Claims under this warranty are to be reported in writing with supporting digital photograph as soon as the problem is known. Claims for shortages or damage present on delivery shall be made within 15 days of delivery. Claims for shipping damage are not covered by this warranty, and shall be presented to the carrier as soon as possible after delivery. **Intensa, Inc. cannot file a freight claim on behalf of its customers.**

This warranty is exclusive and in lieu of all other warranties and remedies whatsoever, including but not limited to implied warranties. Intensa, Inc. shall have no liability whatsoever for damages caused by transportation, accidents, fire, unauthorized alteration, or abnormal wear or abuse, nor shall Intensa, Inc. have any liability whatsoever for any incidental or consequential damages. This includes without limitation, lost profits or as such damages arising from the design, manufacture, sale, delivery, installation, repair, operation or use of any products of Intensa, Inc. or any actual/alleged failure or defect in products of Intensa, Inc.

### **\*\*\*Caseworks Warning\*\*\***

Intensa does not provide fasteners for wall hanging applications. Installers are responsible for furnishing and installing sufficient numbers of the correct fasteners for the field conditions encountered. In some instances, wall cabinets may be furnished with mounting hardware to permit rapid installation and alignment. Installer should always attach wall hanger device into a structural member, or into a heavy duty toggle mechanism, as appropriate for the wall construction and the anticipated load requirements.

**Installers are responsible for furnishing and installing adequate fasteners for field conditions encountered.**





# IRONWOOD MANUFACTURING INC.

## **Ironwood Guarantee**

### Factory Assembled

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to five years after purchase.

This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.

### R.T.A. Ready To Assemble

Manufactured to the most exacting standards and inspected several times throughout the manufacturing process, Ironwood furniture is guaranteed to be free from defects in materials and workmanship for up to one year after purchase. This guarantee is limited to repair and replacement only and does not cover damage outside our control or damage that results from ordinary use.



## LIMITED WARRANTY

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

### Warranty Period

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

### Terms and Conditions

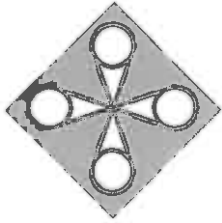
Ken-A-Vision warrants your product against defects in material and workmanship for the period set forth above from the date of purchase. If your product fails during the warranty period, contact your Ken-A-Vision dealer to arrange shipment to the factory or, to contact Ken-A-Vision directly, please call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

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

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

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

INS-WARRANTYv5



***ken-a-vision***<sup>®</sup>  
KNOWLEDGE THROUGH VISION

## **Warranty Registration**

Thank you for purchasing a Ken-A-Vision<sup>®</sup> product.

To fill out your warranty card,

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

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

Having trouble?

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

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# Learniture Warranties

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

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

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## Learniture School Chair and Stool

### LIMITED WARRANTY

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

## Learniture School Desk

### LIMITED WARRANTY

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

## Learniture Tables

### LIMITED WARRANTY

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

## Learniture Laptop Storage Cart

### FIVE-YEAR LIMITED WARRANTY

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

## Learniture Science Furniture

### LIMITED LIFETIME WARRANTY

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

## Learniture Cafeteria Furniture

### 15-YEAR LIMITED WARRANTY

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

## Learniture Common Area Furniture

### FIVE-YEAR LIMITED WARRANTY

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

## Learniture Locker

### FIVE-YEAR LIMITED WARRANTY

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



### **National Optical Lifetime Warranty**

The National Optical & Scientific Instruments, Inc. Limited Lifetime Warranty assures that the microscope is guaranteed against defects in material and workmanship for the life of the product. Electrical components are covered for three years; video components are covered for one year after purchase. Normal wear, routine maintenance, light bulbs, power supplies, rechargers, batteries, fuses, cords, add-on accessories, damage resulting from repair by unauthorized parties, accident, alteration, shipping, misuse or abuse is not covered. Warranty service is provided by National Optical & Scientific Instruments, Inc.'s authorized technicians. Determination of warranty is at the technician's discretion.

Other than set forth above, National hereby disclaims all warranties, expressed or implied, of fitness for a particular purpose.

Defective products covered by the warranty will be repaired free of charge when they are returned, postpaid, to:

National Optical & Scientific Instruments, Inc.  
Attn: Warranty Repair  
6508 Tri-County Parkway  
Schertz, TX 78154

For all warranty repairs or service requests, please call the National repair department at (800) 275-3716 before anything is shipped. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

\*For customers living outside the United States, National Optical & Scientific Instruments, Inc. will provide standard warranty service. However, inbound & outbound shipping cost is the responsibility of the consumer.

**90-DAY LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 90 days.

**1-YEAR LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 1 year.

**3-YEAR LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 3 years.

**National has various warranties depending on the product. See product list below for type of warranty period.**

**90-DAY LIMITED WARRANTY:** Parts and software.

**1-YEAR LIMITED WARRANTY:** Digital/analog cameras (including built-in cameras on digital microscopes) and built-in tablets (DCS Series).

**3-YEAR LIMITED WARRANTY:** C Series, Ecoline Series (D-ELM, D-ELB, D-ELDB).

**5-YEAR LIMITED WARRANTY:** 100 Series, 186 Series, Model 205-RLED, DCS-205-RLED (microscope only), 400 Series, 405 Series, and 450 Series.

**LIFETIME LIMITED WARRANTY:** 111 Series, 130 Series, 160 Series, 210 Series, DCS-213-RLED and DCS-214-RLED (microscope only), 410 Series, 416 Series, 420 and 420T Series, 430 Series, 460 Series, and all other digital microscopes (microscope portion only).

## Manufacturer's Warranty



**National Public Seating®** offers the original user a warranty against all manufacturing defects in material and workmanship from date of purchase for ten years\*. If defective, NPS will, at its option, repair or replace the defective product. This warranty does not apply to damage resulting from misuse, abuse or neglect. Authorization for return and / or repairs is required by contacting your dealer. This warranty gives you specific rights, and you may also have other rights which vary by state.

Orders are accepted under the express agreement that under no circumstances will seller be liable for any incidental or consequential damages, or for any other loss, damage or expense of any kind, including loss of profits, arising in connection with the order or with the use or inability to use seller's products furnished under the order. Seller's maximum liability shall not exceed and buyer's remedy is limited to either (i) repair or replacement of the defective part or product, or at seller's option (ii) return of the product and refund of the purchase price. Such remedy shall be the buyer's entire and exclusive remedy.

\*Fifteen years on Mobile Cafeteria Tables

\*One year for Commercialine



## Norwood Carts Limited Lifetime Warranty

*Norwood Carts are warranted from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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places to learn.*



## Norwood Chair and Table Dolly Limited Warranty

*Norwood Chair & Table Dollies are warranted for 10 years from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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## Norwood Chair and Stool Limited Warranty

*Norwood Chairs and Stools are warranted from any defects in design, workmanship, assembly or material;*

- *Folding chairs, Folding Tablet arm chairs/desks, 10 years*
- *Gas-lift office, executive, task chairs and drafting stools, 5 years*
- *Café/Lunch, Stacking chairs and non-plastic top stools, 5 years*
- *Guest and waiting room chairs, 5 years*
- *Plastic Stack stools, 2 years*

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

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



## Norwood Classroom Organization Limited Warranty

*Norwood Classroom Organization products are warranted for 5 years from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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## Norwood Dry Erase and Bulletin Board Limited Warranty

*Norwood Dry Erase and Bulletin Boards are warranted from any defects in design, workmanship, assembly or material;*

- *Porcelain & Glass boards, Lifetime*
- *Melamine boards, 10 years*
- *Bulletin Boards, Cork Boards & Tack boards, 15 years*
- *Display Easels, 10 years*
- *Indoor/Outdoor enclosed boards, 5 years*
- *Cork roll, 3 years*
- *Lapboards, 2 years*

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

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

**Norwood Office/Media Furniture  
Limited Warranty**

*Norwood Office/Media Furniture is warranted from any defects in design, workmanship, assembly or material;*

- *Metal desks, Lifetime warranty*
- *Lecterns and Podiums 10 years*
- *Laminate desks, Office sets, Credenza and Hutches, Bookcases, File & Storage Cabinets, Study Carrels, Conference Tables and Office Sets 5 years*
- *Steel Book Carts and Storage Cabinets 5 years*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at 1.800.260.2776



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**Norwood Outdoor Furniture/Park Equipment Limited Warranty**

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

- *Molded, non-HDPE trash cans and receptacles, Lifetime*
- *Picnic tables and benches, 5 years*
- *Bike Racks, Trash cans and recycle receptacles, 3 years*
- *Outdoor Message Boards, 3 years*
- *Blow Molded tables for, 2 years*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at 1.800.260.2776



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**Norwood Portable Room Dividers  
Limited Warranty**

*Norwood Portable room dividers and partitions and displays are warranted for 3 years from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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## Norwood Stages & Risers Limited Warranty

*Norwood Stage, risers and accessories are warranted for 10 years from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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## Norwood Folding Table Limited Warranty

*Norwood Tables are warranted for 10 years from any defects in design, workmanship, assembly or material.*

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

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

For more information please visit [www.schooloutfitters.com](http://www.schooloutfitters.com)  
or call us at **1.800.260.2776**



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**OHAUS CORPORATION**

7 Campus Drive  
Suite 310  
Parsippany, NJ 07054 USA  
800.672.7722  
973.377.9000  
Fax: 888.288.5667  
[www.ohaus.com](http://www.ohaus.com)

OHAUS Corporation's products are warranted against defects in materials & workmanship from date of delivery through duration of the warranty period.

During the warranty period OHAUS will repair, or, at its option, replace any component(s) that proves to be defective at no charge, provided that the product is returned, freight prepaid, to OHAUS Corporation.

All other approved returns require issuance of a Return Goods Authorization number from Parsippany, NJ, USA and may be subject to a 20% restocking fee.

This warranty does not apply if the product has been damaged by accident or misuse, exposed to radioactive or corrosive materials, has foreign material penetrating to the inside of the product, or as a result of service or modification by other than the OHAUS Corporation or an authorized OHAUS Regional Service Center.

This warranty only covers products shipped within the United States and to Canada by OHAUS Corporation to the dealer within the United States and in Canada.

The warranty period for OHAUS products shall begin at the date of shipment to the enduser, or 3 months from the date of shipment to the dealer by OHAUS Corporation, whichever occurs first.

A properly completed Warranty Registration Form must be received by OHAUS Corporation or product may be registered at [www.ohaus.com](http://www.ohaus.com) within 30 days from the date of purchase to initiate coverage under the warranty.

No other expressed or implied warranty is given by OHAUS Corporation.

OHAUS Corporation shall not be liable for any consequential damages.

Sincerely,

OHAUS Corporation

## U.S. and Canada

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

## Outside U.S. and Canada

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

## Business Partner Code of Conduct

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

Six Month Warranty			Three Year Warranty
Starter Series Electrodes			Harvard Junior Balances
One Year Warranty			TJ611 Balance
Accessories	Hand Held Scales	SD and Catapult Scales	Five Year Warranty
Aviator® Scales	Indicators, all models	Spring Scales	All Other Mechanical Balances
CS & CL Scales	JE Emerald and JR Ruby Scales	Starter Series Meters	Ten Year Warranty
D500 Beam Scales	MB25 with MB27	TAJ Scales	Triple Beam Pro® Balances
Defender® Scales	Navigator® Scales	Valor® Scales	
CKW Scales	Primer® Balance	VX / VN Floor Scales	
ES Scales	PS Scales	Weights / Weight Sets	
FD Scales	Ranger® Scales	Y Series Scales	
Frontier Mini Centrifuge	Scale Bases, all models		
Two Year Warranty			
Adventurer® Balances	MB90 and MB120	Scout® STX, SPX & SJX Balances	
Explorer® Balances	Pioneer® and PAJ Balances		

**Any product not listed above includes a one year warranty**

**All replacement parts include a 90 day warranty**

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



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## WARRANTY

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

### LIMITED LIFETIME WARRANTY

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

### LIABILITY LIMITATIONS

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

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

### WARRANTY SUBJECT TO EXCLUSIONS

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

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

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

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

Models warranted for multiple shifts:

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

### **WARRANTY PROCEDURES**

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

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

### **SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES**

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

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

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

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



*Innovative Distributor & Marketer of Office Products & Furniture*

## **BUDDY PRODUCTS WARRANTY**

**BUDDY PRODUCTS HAS A TWO YEAR LIMITED WARRANTY AGAINST  
DEFECTS IN MATERIALS AND WORKMANSHIP FOR ALL PRODUCTS**

**BOOK TRUCKS HAVE A 2 YEAR LIMITED WARRANTY ON DEFECT AND  
WORKMANSHIP**

**CASTERS CARRY A 1 YEAR WARRANTY ON DEFECTS AND WORKMANSHIP.**

## **RETURN GOODS POLICY**

**RETURN AUTHORIZATIONS WILL NOT BE ISSUED FOR PRODUCT PURCHASED MORE THAN 120 DAYS  
FROM SHIP DATE. MERCHANDISE MUST BE IN ORIGINAL SHIPPING CARTONS WITH PROPER INNER  
PACKAGING. RETURN MERCHANDISE IS SUBJECT TO A 25% RESTOCKING CHARGE AND WILL BE  
INSPECTED AND MUST BE SHIPPED BACK TO BUDDY FREIGHT PREPAID. MERCHANDISE MADE TO  
SPECIAL SPECIFICATIONS ARE NOT RETURNABLE.**

# SANDUSKY LEE LIMITED WARRANTY

Sandusky Lee Corporation warrants the following are free of defects in materials and workmanship.

**5 Years Limited from the Date of Purchase:**

Elite Series, Transport, System Series, Stainless Steel, Modular Storage System, Pull Out Shelf Cabinet, Bookcases, Book Trucks, Cubby Organizers, Computer Cabinets, Tablet Security Cart, 600 & 800 Series Lateral Files, Vertical Files, Steel Desks, Wall Cabinets

**1 Year Limited from the Date of Purchase:**

Classic Series, Value Line, Lockers, Wall Mount Laptop Cabinet, Carts & Stands, 400 Series Lateral Files, Steel Shelving (Edsal)

**1 Year Limited**

ALL IMPORTED PRODUCTS

The SOLE AND EXCLUSIVE REMEDY for such defects is the repair or replacement of a defective cabinet or parts thereof by Sandusky Lee Corporation or, at Sandusky Lee Corporation option, refund of the purchase price upon return of the cabinet to Sandusky Cabinets, Inc.

This warranty shall not apply in the event the products are damaged as a result of misuse, neglect, accident, moisture, improper application, improper assembly, or assembly not in conformity with the instructions of Sandusky Lee Corporation failure to abide by safety precautions prescribed by Sandusky Lee Corporation or modification or repair by persons not authorized by Sandusky Lee Corporation.

**Sandusky Lee Corporation makes no express or implied warranties of any kind or nature except as expressly provided herein. There are no oral agreements or oral warranties collateral to or affecting this written warranty. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY DISCLAIMED.**

**SANDUSKY LEE CORPORATION LIABILITY FOR ANY CLAIM HEREUNDER SHALL IN ALL EVENTS BE LIMITED TO AND NOT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCT IN WHICH THE ALLEGED DEFECT OCCURRED. LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED.**

Buyer assumes all risk and liability resulting from the use of the Cabinets whether used singly or in combination with other goods.

UNLESS ANY PORTION OF THE ABOVE IS CONSIDERED UNENFORCEABLE OR UNLAWFUL UNDER APPLICABLE LAW, THIS LIMITED WARRANTY SHALL APPLY TO ANY AND ALL PURCHASERS AND/OR USERS OF THE ELITE, SYSTEMS, TRANSPORT, CLASSIC, AUDIO VIDEO AND COMPUTER CABINETS.



P. O. Box 125  
Millington, TN 38083  
(901) 872-0188  
Fax: (901) 873-1239



## Limited Lifetime Warranty

#1 Scholar Craft Pkwy, PO Box 170748, Birmingham, AL 35217

The warranty information below is effective on all Scholar Craft products for orders manufactured after June 1, 2016. For warranty information concerning orders placed prior to June 1, 2016, please refer to the warranty information contained in the published price list of the corresponding year. For additional information relating to warranty, please contact your Customer Service Representative.

### **Effective June 1, 2016**

**Scholar Craft warrants to the original purchaser that its products are free from defects in material and workmanship under normal classroom use for as long as the life of the product, except as set forth below.**

During the warranty period, Scholar Craft will replace, or at its option, repair locally, repair at its factory, any Scholar Craft brand product manufactured after June 1, 2016 that, upon inspection by Scholar Craft, is determined to be defective in material or workmanship.

**This warranty is subject to the following provisions:**

Some natural variations occurring in polypropylene material or other natural materials are inherent to their character and are not considered defects. Scholar Craft does not warrant the colorfastness or matching of colors, grains, or textures of these materials. Customer's Own Material (COM) selected by and used at the request of an original purchaser is not warranted.

Our products are intended for interior use — exterior use of them will void the warranty.

**The materials and components listed below are covered from the date of sale according to the following:**

Seating controls, glides, pneumatic cylinders, casters – 3 years.

### **This warranty does not apply to:**

- Normal wear and tear
- Damage from environmental factors
- Damage from sharp objects
- Damage from accident, alteration, misuse, or improper installation or maintenance
- Modifications or attachments to the product not approved by Scholar Craft
- Products used for rental purposes
- Damage caused by the carrier in-transit, which is handled under separate terms
- Third-party products – Scholar Craft, to the extent possible, will pass through to the original purchaser (and process claims under) any warranty provided by third-party products supplied to Scholar Craft.
- All warranty claims are to be made in writing by the original purchaser. The original purchaser may be required to produce the invoice or other evidence to establish that a claim is within the warranty period.

**To the extent allowed by law, Scholar Craft makes no other warranty, either expressed or implied, including any warranty or merchantability or fitness for a particular purpose. Scholar Craft is not liable for any consequential or incidental damages. This warranty contains the original purchaser's exclusive remedy.**

Your Scholar Craft Dealer is our mutual partner in supporting your warranty requests. To obtain service under this warranty, please contact your Scholar Craft Dealer.



Sellstrom offers an implied manufacturer warranty for products sold. This “warrant of merchantability” assures consumers that the products offered will perform as stated. The warranty is valid from one (1) years from date of purchase unless otherwise specified. Warranty is limited to the replacement of defective parts upon receipt of product. Parts or products damaged from misuse will not be replaced. Sellstrom reserves the right to judge the condition of the product.

Please contact a Sellstrom customer service representative for further assistance on product and warranty information





## I.D.SYSTEMS™ Warranty

*I.D.SYSTEMS™ furniture is warranted for a period of five (5) years from date of delivery to the original purchaser. Products are warranted to be manufactured free from defects in material and workmanship, absent any misuse or damage.*

*I.D.SYSTEMS™ shall promptly, at their option, repair or resupply a like quantity of non-defective product. Claims shall be verified in writing within 30 days of the date the defect is discovered.*

I.D.SYSTEMS™  
By Stevens Industries, Inc.  
704 West Main  
Teutopolis, IL 62467  
P: 800.350.3270

*Claims to be made through Dealer where product was purchased.*



## **Swift Optical Lifetime Warranty**

The Swift Optical Instruments, Inc. Limited Lifetime Warranty assures that the microscope is guaranteed against defects in material and workmanship for the life of the product. Electrical components are covered for three years; video components are covered for one year after purchase. Normal wear, routine maintenance, light bulbs, power supplies, rechargers, batteries, fuses, cords, add-on accessories, damage resulting from repair by unauthorized parties, accident, alteration, shipping, misuse or abuse is not covered. Warranty service is provided by Swift Optical Instruments, Inc.'s authorized technicians. Determination of warranty is at the technician's discretion.

Other than set forth above, Swift hereby disclaims all warranties, expressed or implied, of fitness for a particular purpose.

Defective products covered by the warranty will be repaired free of charge when they are returned, postpaid, to:

Swift Optical Instruments, Inc.  
Attn: Warranty Repair  
6508 Tri-County Parkway  
Schertz, TX 78154

For all warranty repairs or service requests, please call the Swift repair department at (877) 967-9438 before anything is shipped. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

\*For customers living outside the United States, Swift Optical Instruments, Inc. will provide standard warranty service. However, inbound & outbound shipping cost is the responsibility of the consumer.

**90-DAY LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 90 days.

**1-YEAR LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 1 year.

**3-YEAR LIMITED WARRANTY:** Same as limited lifetime warranty above, but for 3 years.

**Swift has various warranties depending on the product. See product list below for type of warranty period.**

**90-DAY LIMITED WARRANTY:** Software.

**1-YEAR LIMITED WARRANTY:** 476, 477, 478, Digital/Analog Cameras (including built-in cameras on digital microscopes) and built-in tablets (M10T-MCS Series).

**3-YEAR LIMITED WARRANTY:** M3 Series, M3-F Series.

**LIFETIME LIMITED WARRANTY:** M10 Series, M10T-MCS Series (microscope only), M10D Series, M10L Series, M15 Series, M27LED Series, M28Z Series, M29TZ Series, M2250 Series, M2252DGL Series, M3600DGL Series, SM90 Series, SM100 Series.

## GENERAL INFORMATION

### VIRCO WARRANTY

Virco will repair or replace, at its option, any Virco furniture or equipment product which proves to be defective in original material or workmanship that may become evident within the first 10 years of the date of purchase and 5 years from the date of purchase for casters, glides, pneumatic cylinders and torsion bars. This is your sole and exclusive remedy. This warranty covers products manufactured after January 1, 2017, as long as product is owned by original purchaser, and is subject to the following limitations:

#### Limitations:

From the date of purchase, Virco's warranty covers the items below as follows:

##### 10 Years

Laminates, seating controls, all seating, desk, table and storage products unless otherwise indicated in this warranty.

##### 5 Years

Glides, casters, pneumatic cylinders and torsion bars on mobile folding tables.

##### 1 Year

Chairs with custom logos applied to their upholstered seats and/or backs.

#### Exclusions:

This warranty excludes:

- Apparent defects caused by abusive or abnormal use of the product.
- Products not assembled, installed or used in compliance with Virco's product instructions or warnings.
- Failures resulting from inadequate inspection and maintenance.
- The effects of normal usage over time.
- Any damage caused during shipment (see the current Virco price list's "Steps to Take When Receiving Shipments" for more information).
- Product modifications not approved by Virco.
- Vinyl and fabric upholstery material, except as may be offered by the mill source.
- Rust caused by natural elements or high exposure to moisture
- Products used for rental purposes.

### Natural Materials, Color Variations & Customer's Own Materials

Leather, wood and other natural materials may have intrinsic grains or patterns that are distinguishing features and not regarded as defects. Virco cannot warrant the matching of grains, patterns, textures, colors, or the color-fastness of such materials. In addition, Virco does not warrant Customer's Own Materials (COM) that are chosen and used in a Virco product at a customer's request.

THERE ARE NO IMPLIED WARRANTIES OF FITNESS OR MERCHANTABILITY, AND THERE ARE NO OTHER EXPRESS WARRANTIES BEYOND THE WARRANTIES EXPRESSED HERE. ALL INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE, INCLUDING BUT NOT LIMITED TO BUSINESS LOSSES, PERSONAL PROPERTY DAMAGE, AND THIRD PARTY LIABILITIES ARE HEREBY EXPRESSLY EXCLUDED.

### To obtain service under this warranty:

Please contact your local Virco Sales Representative or Customer Service at 800.448.4726.

### Care & Use Instructions Notice:

To prevent structural failures and possible injury, furniture should not be used other than for its intended purpose and should be inspected regularly for loose or missing screws or rivets, metal fatigue, cracks, broken welds, missing attachments, loose staples and general instability. Furniture that is damaged or appears to be unstable should immediately be removed from service, reported to the facility manager and replaced or repaired. Repairs should only be made using factory-authorized parts and methods. For information on furniture maintenance, or to report furniture which requires service, call Virco toll-free at 800.448.4726. Furniture should be wiped down with mild soap and water as needed.



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