

TIPS VENDOR AGREEMENT

TIPS RFP 230305 Vaping Sensors

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

ELB US INC.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately three years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be three-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "three-year" term, (which is subject to an extension(s)) will be May 31, 2026 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2026, then the one-year renewal is effective from May 31, 2026 to May 31, 2027.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor 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 unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. 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 the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230305 Vaping Sensors

Vendor Name: ELB US INC.

Vendor Address: 415 Boulder Court, Suite 500

City: Pleasanton State: CA. Zip Code: 94566

Vendor Authorized Signatory Name: Damian Bolton

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 925-400-6175


Vendor Authorized Signatory Email: d.bolton@elbglobal.com

Vendor Authorized Signature:  Date: April 21, 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 5/25/2023



230305 Addendum 1 ELB US Inc Supplier Response

Event Information

Number: 230305 Addendum 1
Title: Vaping Sensors
Type: Request for Proposal
Issue Date: 3/2/2023
Deadline: 4/21/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200306 VAPING SENSORS ("200306"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR VAPING SENSOR OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200306.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200306 WHICH COVERS ALL OF YOUR VAPING SENSOR OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

ELB US Inc Information

Address: 415 Boulder Court, Suite 500
Pleasanton, CA 94566
Phone: (925) 400-6175
Fax: (925) 475-5096
Email: bids@elbglobal.com
Web Address: <https://www.elbeducation.com/>

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

Allison Bolton

Signature

Submitted at 4/21/2023 09:56:57 AM (CT)

a.bolton@elbglobal.com

Email

Requested Attachments

Vendor Agreement

230305 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 2

230305 Pricing Form 2 (ELB US Inc).xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Pricing Form 1

230305 Pricing Form 1_FINAL.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement Signature Form

230305 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230305 Reference Form - ELB US Inc.xlsx

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230305 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

ELB US Inc Form W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

ELB Certificate - TIPS-Vaping Sensors.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

IPVideo Warranty Information.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information

230301 Supplemental Vendor Information - Furniture - ELB US INC.pdf

(Supplemental Vendor Information Only)

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

ELB_Logo (300dpi)-01.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage
Can the Vendor provide its proposed goods and services to all 50 US States?

4 States Served
If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services
If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6 Primary Contact Name
Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Please enter a valid email address that will definitely reach the Primary Contact.

9 Primary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

1 1	Primary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="2149316966"/>
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1 2	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Jeff Schultz"/>
----------------------	---

1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Vice President, Solutions"/>
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1 4	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="j.schultz@elbglobal.com"/>
----------------------	--

1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="9254006175"/>
----------------------	--

1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="9254755096"/>
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1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
----------------------	--

1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Evonne Yang"/>
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1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="e.yang@elbglobal.com"/>
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Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9254006175

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Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Heather Mitchell

2
2

Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

h.mitchell@elbglobal.com

2
3

Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9254006175

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Company Website

Company Website (Format - www.company.com)

www.elbeducation.com

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5

Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

ELB US Inc.

2
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Primary Address

Primary Address

415 Boulder Ct, Suite 500

2
7

Primary Address City

Primary Address City

Pleasanton

2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

CA

29	Primary Address Zip
	Primary Address Zip <input type="text" value="94566"/>

30	Search Words Identifying Vendor
	Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="interactive, training, professional development, audio, visual, smart board, flat panel, display, tv, presentation, AV, furniture, furnishings, IFP, safety, vape, vaping, mass notification, digital, signage"/>

31	Certification of Vendor Residency (Required by the State of Texas)
	Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="No"/>

32	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Pleasanton"/>

33	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="California"/>

34	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="11"/>

35	Certification Regarding Entire TIPS Agreement
	Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? <input type="text" value="Yes"/>

**3
6** Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

**3
7** Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

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8

Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

Yes

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9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

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Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4 **TIPS Sales Reporting Requirements**

1

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4
2 **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4
3 **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4
4 **Non-Collusive Bidding Certificate**

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

(2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;

(4) Neither I nor any representative of Vendor 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

4 **Required Confidentiality Claim Form**

7 **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

4
9

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

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Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

**5
1** **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
2** **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5
3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

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Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, 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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

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 pursuant to this law.

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.

Vendor certifies:

NONE (Section A): None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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 reserve 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?

7 7 2 CFR Part 200 or Federal Provision - 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 reserve 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 reserve 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?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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

Pursuant to 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 require 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.

Does vendor agree?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - Federal Rule

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)

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 \$250,000, 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).

Does vendor certify compliance?

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2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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 these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

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ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

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

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9 4 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9 5 2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9 6 2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230305 Vaping Sensors	ELB US Inc.
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Stephenville ISD	John Briese - Executive Director of Technology	john.briese@sவில்.us	(254) 968-2476
Castleberry ISD	Samuel Cervantez - Safety/Security Coordinator	cervantezs1@castleberryisd.net	D: (817) 252-2008 C: (817) 991-2911
Las Cruces Public School District	Josh Silver - Chief Technology Officer	jsilver@lcps.net	(575) 527-6622

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: ELB US INC.
Vendor Authorized Signatory Name: Damian Bolton
Vendor Authorized Signatory Title: President
Vendor Authorized Signatory Email: d.bolton@elbglobal.com
Vendor Address: 415 Boulder Court, Suite 500
City: Pleasanton State: CA. Zip Code: 94566

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

Authorized Signature: 

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



TWO YEAR LIMITED PRODUCT WARRANTY

Warranty Coverage

IPVideo warrants the original purchaser (the distributor) that the IPVideo Product will be free from defects in design, workmanship and materials under substantiated normal use for a period of two (2) years from the date of the original purchase ("Warranty Period"). This Warranty also applies for accessories such as mounts, if included with the IPVideo Product on the date of the original purchase.

The original purchaser shall without undue delay notify IPVideo of any defect which appears in the IPVideo Product in accordance with IPVideo's RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt, substantiating the purchase and the date thereof, must be presented for IPVideo within the Warranty Period to obtain warranty service. The sole remedy of the original purchaser and IPVideo's sole and exclusive liability shall be limited to, at IPVideo's sole discretion, either repair of the IPVideo Product using new or refurbished replacement parts, or replacement of the product. Repaired products or replacement products will be warranted under the terms set forth herein for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is replaced, all products or parts thereof that are replaced shall become the property of IPVideo. This Warranty is applicable in all countries and may be enforced by contacting IPVideo Support. For more information, please visit our web site: www.ipvideocorp.com/support.

Exclusions and Limitations

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the IPVideo Products, and does specifically not apply if the product has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the products by any party other than IPVideo, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than IPVideo, (iii) use of the products for a purpose for which they were not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

The Warranty does not apply to IPVideo Products that have been purchased "as is" or where IPVideo, the seller or the liquidator has expressly disclaimed their warranty obligation pertaining to the product. Furthermore, the Warranty only applies to IPVideo Products purchased from an authorized distributor/reseller.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND IPVIDEO WITH RESPECT TO THE IPVIDEO PRODUCTS AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IPVIDEO DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER IPVIDEO NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. IPVIDEO'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law

- This Warranty is governed by and construed under the laws of the State of New York.
- This Warranty may be subject to IPVideo's change at any time without prior notice.

Limited Product Warranty 2 Year

Rev. March 2021

Part no. 201903067

*Extended warranties are available. Please contact your local reseller or IPVideo sales associate for more information.



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ELB'S RESPONSE TO:



THE INTERLOCAL PURCHASING SYSTEM

Furniture, Furnishings and Services
RFP 230301

BRIDGET CAMPION

Regional Sales Manager

ELB US Inc.
469-216-6380

b.campion@elbglobal.com



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Commercial in Confidence

The information contained in this document is "Commercial in Confidence" and the property of ELB US Inc. ("ELB").

The information contained herein has been provided for the sole purpose of assessing ELB's ability to undertake the project described.

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TABLE OF CONTENTS

COMPANY OVERVIEW 4

- Who Is ELB? 5
- Why Is ELB The Ideal Education Technology Provider? 6
- Background 7
- Mission and Purpose..... 8
- History 8
- Corporate Values 9
- Our Commitment to Education 9
- Broad Product Mix 10
- Our Breadth of Service..... 11
- Our Service Coverage 13

FURNITURE PROJECT DETAILS 14

- Our Vision, Philosophy and Commitment 15
- How ELB Will Meet the RFP Requirements 16
- Project Management and Logistics..... 17
- Project Approach 20
- Installation of Furniture 28
- Technical and Warranty Support Services 29





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COMPANY OVERVIEW



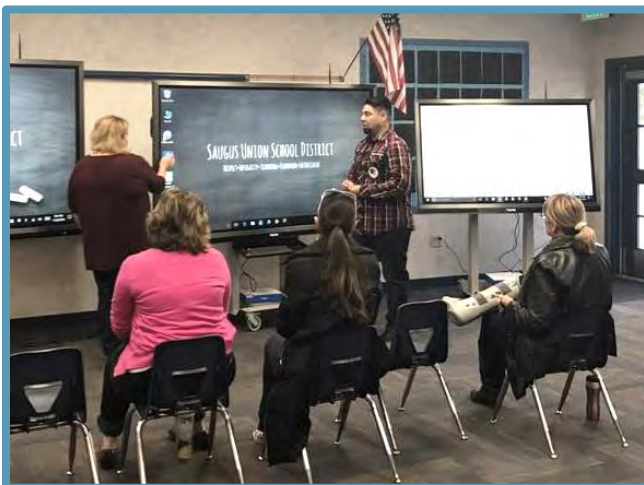
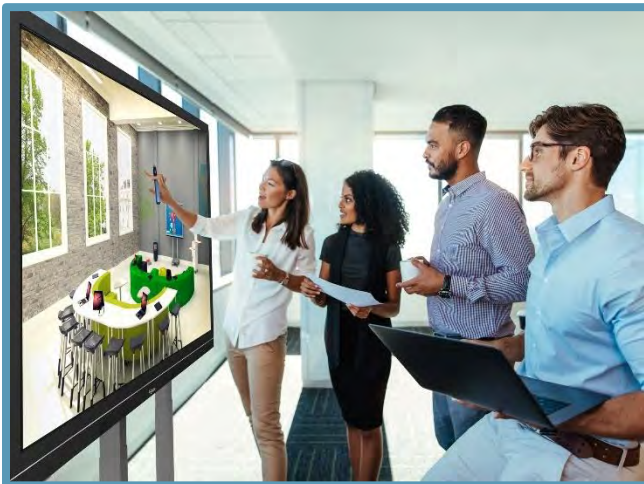
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WHO IS ELB?





WHY IS ELB THE IDEAL EDUCATION TECHNOLOGY PROVIDER?

LOCALIZED SUPPORT FROM EXPERIENCED EDUCATION CONSULTANTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education "sales team" has always been made up of classroom trained teachers who advise and consult based on their own personal teaching experiences. These are our Education Consultants, and they:

- Have current knowledge of education trends
- Have relevant experience with technology or furniture implementations of all sizes
- Build trusted relationships through a consultative process within all levels of the school or district
- Own the sales cycle from the initial evaluation to the delivery of professional development and training
- Are local and can provide an unsurpassed level of support and expertise to individual schools and districts



FULL BREADTH OF PRODUCTS AND SERVICES

As the needs of students and educators have changed over the years, so have we. Today, we are proud to be an all-inclusive provider of today's best education solutions, coupled with our comprehensive in-house implementation services. Together, they create unmatched customer experiences that make learning "EASII":

- **E**ngaging – Individual learner, teacher, and administrator devices
- **A**gile – Flexible classroom furniture
- **S**afe – Campus health and safety products
- **I**nteractive – Collaborative touch technology and software
- **I**ntegrated – Integrated audio visual systems and solutions



A PROVEN TRACK RECORD

Education is in our DNA. We've supported over 12,000 schools in well over 1,500 K-12 school districts around the world and count it a privilege to work with our education customers. Our success in completing thousands of learning space and administrative office upgrades and fit-outs is a result of:

- Expert solution advisory, classroom design, and technology engineering teams that create customized solutions to meet customer needs
- An experienced project management team that ensures the on-time, on-budget, and on-scope delivery of all education projects
- Local implementation teams that ensure quality and consistency across projects and over time
- A technical support help desk and local service teams that provide remote and onsite services



MANY LESSONS LEARNED

Throughout our 36 years of history, ELB has witnessed many successful, and in some cases, unsuccessful attempts at technology and furniture implementation. These lessons now form the core strategy by which our teams embrace and deliver services to our customers. The key components include:

- **Solution Selling** – Deliver solutions which offer real value, don't just sell "boxes"
- **Quality Solutions** – Offer our education customers products which are innovative, have industry-leading designs, and an unmatched warranty
- **Professional Development** – Ensure all our education customers are supported by certified teachers who provide an exceptional level of training, professional development, and customer service
- **Local Support** – Keep "feet on the street", ensuring timely service and support





BACKGROUND

For more than 36 years, ELB has been a leading provider of modern education solutions, including classroom furniture, technology, campus safety products, and audio visual systems. Our education solutions and services, under the banner of ELB Education, support both the establishment of new as well as the transformation of old classrooms, library spaces, cafeterias, gymnasiums, auditoriums, district office spaces, and more.



ELB has been selling solutions to U.S. schools and district offices since 2012. We have built lasting relationships with our customers and helped implement new technology solutions across many schools every year.

Our products, services, and support facilities are diverse and comprehensive, ensuring we can meet the varied needs of our clients at any time and in any way. Although we have grown significantly over the years, we continue to offer the same superior level of customized service and support that helped found our family-owned and -operated business so many years ago. Today, we are pleased to provide the experience, scale, commitment, support, and track record of success our customers need to enjoy a risk-free solution.



Experience – We have been successfully supplying audiovisual, visual collaboration and flexible furniture solutions to education, corporate, and government customers for more than three decades. Our project managers, design engineers, CAD operators, installers, and service technicians are backed by an extensive in-house project tracking system managing all aspects of the customer experience.



Scale – We are a financially stable, debt-free business with more than \$50 million annual revenue. With both a national and international footprint of qualified experts, we can provide quality service and support locally, nationally, as well as globally. We have both the scale and resources to provide our clients with a comprehensive, peace of mind solution.



Commitment – Over the years, we have invested heavily in the tools, systems, and resources to ensure product and project management success. Providing quality solutions and delivering a customer experience that is unmatched in our industry is our top priority. Likewise, nearly all of our offices and warehouses are located in company-owned and -operated buildings, demonstrating a commitment to the markets in which we serve.



Support – We offer full-service technical support to all our clients through our National Service and Support Help Desk, staffed by qualified technicians. At the local level, our technical specialists offer post-project operational support as well support for the ongoing maintenance of technology assets.



Success – Headquartered in Pleasanton, CA, we have become a trusted and reliable provider of innovative solutions to many well-known global companies, government organizations, colleges and universities, and K-12 school districts. We have a proven track record of success and an established infrastructure, management base and staffing level to deliver projects big and small.



MISSION AND PURPOSE

Mission: We strive to provide world class integrated solutions and services to the enterprise, government, and education sectors.



We create the highest quality solutions for all our education, enterprise, and government clients. We work with many of the world's most popular and leading-edge suppliers to provide the best range of options for creating the most ideal collaborative environments. We also draw on the collective expertise of our diverse team to offer fresh ideas and innovative approaches.



We communicate. With offices throughout the United States, Australia, and Canada, we are unique in our industry. We possess the skills, knowledge, and infrastructure to support our customers locally, nationally, and internationally. While our network and capabilities are global, our focus and track-record in delivering superior results, one customer and one location at a time, is unsurpassed.

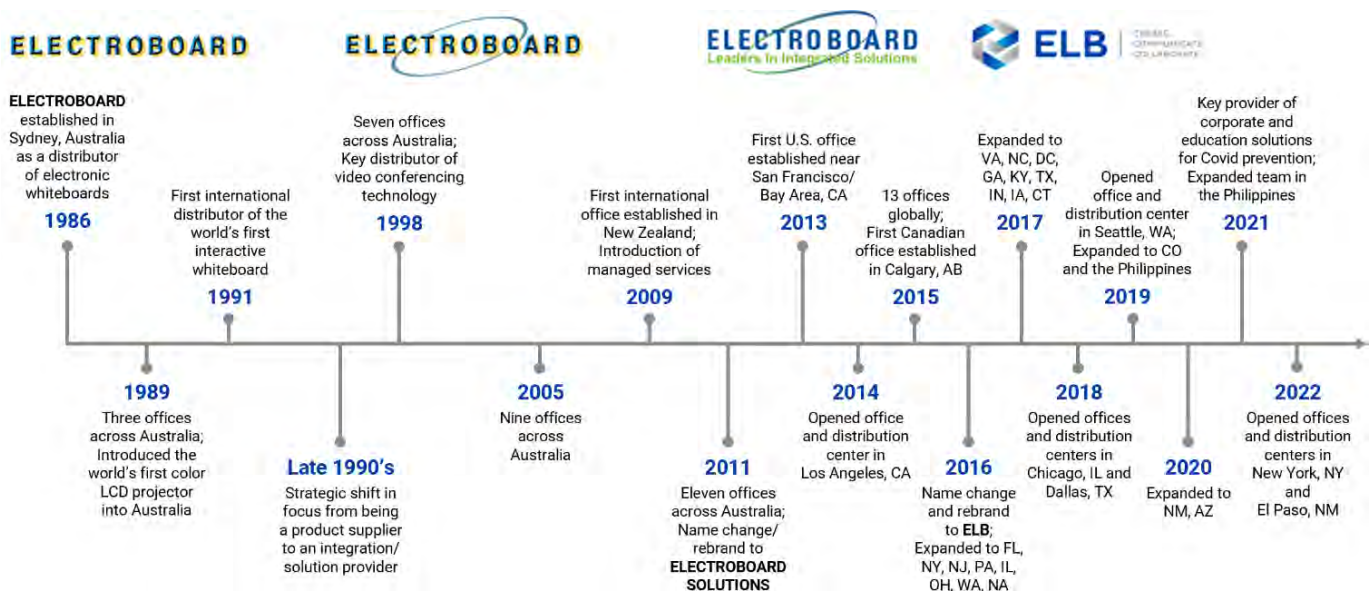


We collaborate. At the core of our business, we understand that every customer is unique. What differentiates ELB is our end-to-end collaborative and comprehensive approach from initial consultation right through to design, installation, training, and maintenance. Our goal is to partner with you to discover and implement new ways to work, learn and collaborate more effectively.

HISTORY

ELB has a long and successful history providing leading-edge technology solutions to our customers around the world. Today, we are pleased to be an "all-in-one provider" of products and services to support all stages of the technology lifecycle from initial consultation and design to implementation, training, and ongoing service and support. ELB continues to grow; future expansion, particularly within the continental United States, is imminent.

ELB has been providing innovative technology and furniture solutions to the education community since 1986. We count thousands of schools, learning centers, training facilities, and other educational facilities across the world as our customers. An overview of ELB's history is outlined in the timeline below:





CORPORATE VALUES

ELB's commitment to the highest standards begins with ensuring that everyone across the ELB organization and our supply chain understands and demonstrates our core values and social responsibility platform. These are the concepts that define how we conduct ourselves as ELB employees and decision-makers at the individual, team, and company levels. We believe it is critical that our suppliers understand, share, and apply our core values in their own operations and business interactions. The following five core values are the foundation of ELB's operations:

Integrity

- We must demand of ourselves and of each other the highest standards of individual and corporate integrity
- We comply with all laws, regulations and company policies
- We are dedicated to diversity, fair treatment, mutual respect, and trust

Accountability

- We honor the commitments we make, and take personal responsibility for all actions and results
- We adhere to strict quality standards and make decisions based on honesty, sincerity, and sound moral principles
- We create an operating discipline of continuous improvement that is an integral part of our culture

Passion

- We maintain an exceptional work ethic and a drive to achieve
- We are committed to ensuring ELB and client success
- We take pride in our work and are personally invested in the tasks being performed

Teamwork

- We foster an environment that encourages innovation, creativity, excellence and results through teamwork
- We encourage open and effective communication and interaction at all levels of the organization
- We practice leadership that teaches, inspires and promotes full participation and career development

Innovation

- We recognize that innovation is the foundation of our business
- We challenge ourselves to develop new and improved approaches for all that we do
- We encourage, expect and value creativity, passion to achieve, openness to change and fresh ideas

OUR COMMITMENT TO EDUCATION

ELB is committed to education. We strongly believe in the need to raise students who will be competent, capable, and thriving members of our society in years to come. We also understand the importance of providing today's learners with access to the very best products, and today's educators with the training and professional development support they need for success. While we are committed to providing our education customers with safe, quality education products, we are equally dedicated to investing in the resources, professional development programs, and training that are required for their success.

Every year, ELB delivers a significant amount of training and professional development to the education community. On a daily basis, we provide one-on-one training to teachers across the country. Throughout the year, we host education technology events for educators and students. These are funded and organized by ELB and offered completely free of charge. All combined, we believe the investments we make in this area today will make a lasting impression on the society of tomorrow.





EDUCATION SPECIALISTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education team has always been comprised of classroom-trained and -certified teachers who advise, and consult based on their own experiences. Our Business Development Managers:

- Are knowledgeable of current local, regional, and national education trends
- Have relevant experience with rollouts of all sizes
- Have various education technology distinctions including those from Microsoft, Google, SMART
- Build trusted relationships through a consultative approach within all levels of the school or district
- Provide a wide range of services from initial evaluation to the delivery of training.



BROAD PRODUCT MIX

Given the differentiated needs of our education customers, ELB has established strong relationships with a variety of well-known product manufacturers from around the world. With some relationships dating back more than three decades, this ensures we received highly competitive pricing as well as exceptional product support which we can pass along to our customers.



As the needs of our customers have evolved or changed over the years, so has our product mix. Today, we are proud to be an all-inclusive provider of solutions to make learning “EASII”- engaging, agile, safe, interactive, and integrated. We offer a selection of quality education technology, furniture, health and safety, and audio video solutions to upgrade, modernize, or fit-out any learning or administrative space. These solutions, which are supported by our comprehensive in-house services, currently include:

ENGAGING Individual learner, teacher, and administrator devices	        
AGILE Flexible classroom and administrative furniture	       
SAFE Campus health, wellness, and safety products	           
INTERACTIVE Collaborative touch technology and software	         
INTEGRATED Integrated audio visual systems and solutions	          



OUR BREADTH OF SERVICE

ELB is uniquely positioned in the industry in that we offer all the specialized skills in-house to support our customers with a full lifecycle of professional services. Whether you're looking for a single product or a fully designed and implemented solution, we have the products and expertise to assist you. An overview of our comprehensive and specialized service offerings is provided below:

Service Offering	Sub-Category
Education Consulting	Needs Assessment We assess the availability and function of your existing solutions and technology and make short- and long-term recommendations for improving performance and cost effectiveness.
	Classroom and Workspace Design Our interior and classroom design experts will work with you to understand the needs of your spaces and create the perfect fit-for-purpose designs that utilize the latest furniture, hardware, and acoustic solutions.
Technology Design and Engineering	Technology Advisory We review your organizational needs and technology objectives and evaluate your existing environment to identify and recommend a sound solution.
	Design, Engineering and Documentation We account for existing systems and technology to design and document a comprehensive solution which best meet your needs, goals and objectives.
Project Management	Program and Project Management We work collaboratively with your teams, whether internal or contracted, to coordinate, schedule and manage all aspects of your solution design, delivery, and/or implementation.
Pre-build and Configuration	Pre-shipment Configuration Save time and money by letting us pre-configure, image, test, or asset tag your new technology, systems hardware, or furniture solutions.
	White-Glove Services We manage all aspects of the set-up, configuration, and start-up of your new technology device(s).
Installation and Integration	Implementation Services We come onsite to unpack, assemble, install, integrate, test and commission the technologies, systems, or furniture that will help you communicate and collaborate more effectively.
Documentation and Training	End User Documentation Support your end-users and get the most out of your technology investment by letting us develop comprehensive user guides and system manuals.
	Training Services Help your teachers and staff quickly and easily adopt new technology by offering them access to our expert trainers and teaching resources.
Maintenance and Support	Technical Support and Repair Our toll-free helpdesk support and onsite maintenance and repair services help minimize user errors and technology downtime.
	Maintenance and Warranty Protect your investments by utilizing one of our customized maintenance and warranty programs.
Managed Services	Fully Managed Services Give yourself complete comfort by letting us manage all aspects of your technology assets through our operations center, a full-time on-site technician, or through our dedicated concierge service.



MANAGED SERVICES

Our extended managed service options have been very popular with our larger education customers. When access to and the full operability of important classroom technology systems is mission-critical, having a partner who understands your needs and ensures success is invaluable. We are committed to our customers' success, whenever and wherever they need it, and our growing managed service business is testament to the outstanding support we can provide.

Service Offering	Sub-Category
Help Desk	 Technical Support 24/7 Serving all 24 time zones globally, on-site technician options available. Access to ELB's proprietary ticketing/ERP solution developed in house over 30 years, including online portal.
Customized Program Options	Conference Room Management and Support Including both center-level and program-level support and resources.
	Event/Specialty Space Management and Support Including both center-level and program-level support and resources.
MAC Program	 Move, Add, Change Program ELB's MAC Program bridges the gap between support tickets and full builds, resolving smaller ad-hoc AV moves/adds/changes that go beyond typical support but fall short of full room builds.
System Health Reporting	 Robust Regular Reports Includes service tracking, fault logging, system usage/activity reports, and Quarterly Business Reports.
Asset Management	Fleet Documentation Documentation of all systems within your environment, including in-person site surveys for each space and asset tagging/logging.
	Technology Lifecycle Management Change Management services, maintenance agreement and warranty tracking, technology roadmap planning, AV market insight reports.
Customized Response Times	 Scalable Service Level Agreements ELB offers a variety of service response times, including two hour on-site options for Emergency Operations Centers and business critical AV spaces.
Program Management Office	 Dedicated Program Team Provides day-to-day coordination program-level project management, communication, accounting, and billing reporting.
Customized Program Playbook	 Documented Processes Formal documentation of all Managed Service processes within scope, including program specific visual workflow documentation.
Spare Part Warehousing	 Faster, Flexible Resolutions ELB can warehouse spare critical and high-risk equipment in ELB's local warehouses enabling faster ticket resolution and mitigating system up-time risks.



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OUR SERVICE COVERAGE

U.S. OPERATIONS

ELB officially commenced operations in the United States in 2012. Since that time, we have grown our national footprint across the country. To date, our U.S. operations include:

Office and Warehouse Locations

- 100+ employees
- A full complement of experienced in-house professional and technical staff, including:
 - Business Development Managers
 - Project Managers
 - System Engineers
 - Workspace Designers
 - Installers
 - Programmers
 - Technical Support Specialists
 - Professional Trainers



Head Office

(San Francisco Bay Area)
415 Boulder Court, Ste 500
Pleasanton, CA 94566

Central Warehouse

(San Francisco Bay Area)
4777 Bennett Drive, Ste A & C
Livermore, CA 94551

Regional Office and Warehouse

(Los Angeles)
11155 Knott Ave, Ste E
Cypress, CA 90630

Regional Office and Warehouse

(New York)
4709 30th Street
Long Island City, NY 11101

Regional Office and Warehouse

(El Paso)
5312 Rio Bravo Dr, #14
Santa Teresa, NM 88008

Regional Office and Warehouse

(Dallas)
10451 Markison Rd
Dallas, TX 75238

Regional Office and Warehouse

(Chicago)
351 Remington Blvd
Bolingbrook, IL 60440

Regional Office and Warehouse

(Seattle)
2783 152nd Ave NE
Redmond, WA 98052

GLOBAL REACH

In addition to having coverage across the United States, we also maintain capabilities in Canada, Ireland, the Netherlands, Singapore, and throughout Australia. As we continue to grow and expand, this further positions us as the vendor of choice for local, national, as well as international customers.





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FURNITURE PROJECT DETAILS



OUR VISION, PHILOSOPHY AND COMMITMENT



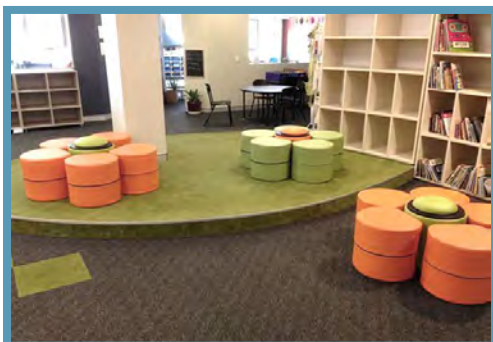
At ELB, we have a solid understanding of the characteristics and expected requirements of future learning spaces. Based on conversations with teachers, the continual review of new research, the observation of key industry trends, and noted changes in the buying behaviors of our education customers, we know that classroom requirements are rapidly changing to support new skills for today's students, preparing them for jobs that don't yet exist.

Increasingly, there is no front of the classroom but instead a much stronger focus on 360 degree, hands-on learning. Likewise, a contemporary curriculum calls for a network of spaces that work both cohesively and concurrently while allowing for balance between curriculum requirements and the flexibility to allow for exploration and discovery.

ELB's aim is to facilitate and enhance contemporary learning spaces and environments that encompass a learner-focused approach to education and life. Students should be able to set up a safe space within a larger space. Environments like STEAM spaces are environments for a continuous journey of prototyping, testing, probing, questioning, and experimenting. These innovative spaces paired with effective pedagogies facilitate high levels of engagement and support endless inquiry and creativity.

Hands-on project-based learning, incorporating both plugged and unplugged activities is an essential component in the dynamic learning network. Flexible furniture and interactive technology in these discovery spaces need to equip students with the collaborative skills that will be required in future work.

We're also committed to helping schools develop and maintain safe and healthy environments for students, which is why ELB expanded its product mix several years ago to include vaping and security sensors, temperature-checking tablets, and signage. A healthy and safe school is key for effective learning and helps promote positive social emotional behaviors.



Our commitment to a consultative and collaborative approach to education ensures that our product and service mix continually evolves to meet the changing needs of teachers, students, and the school community alike. Our focus on providing a comprehensive solution means we offer the right mix of quality, fit-for-purpose furniture, technology, and health and safety solutions to establish these future-focused spaces of inquiry and exploration.

Together, we believe we play an important part in educating, training, and developing today's youth. And we don't take that role lightly.

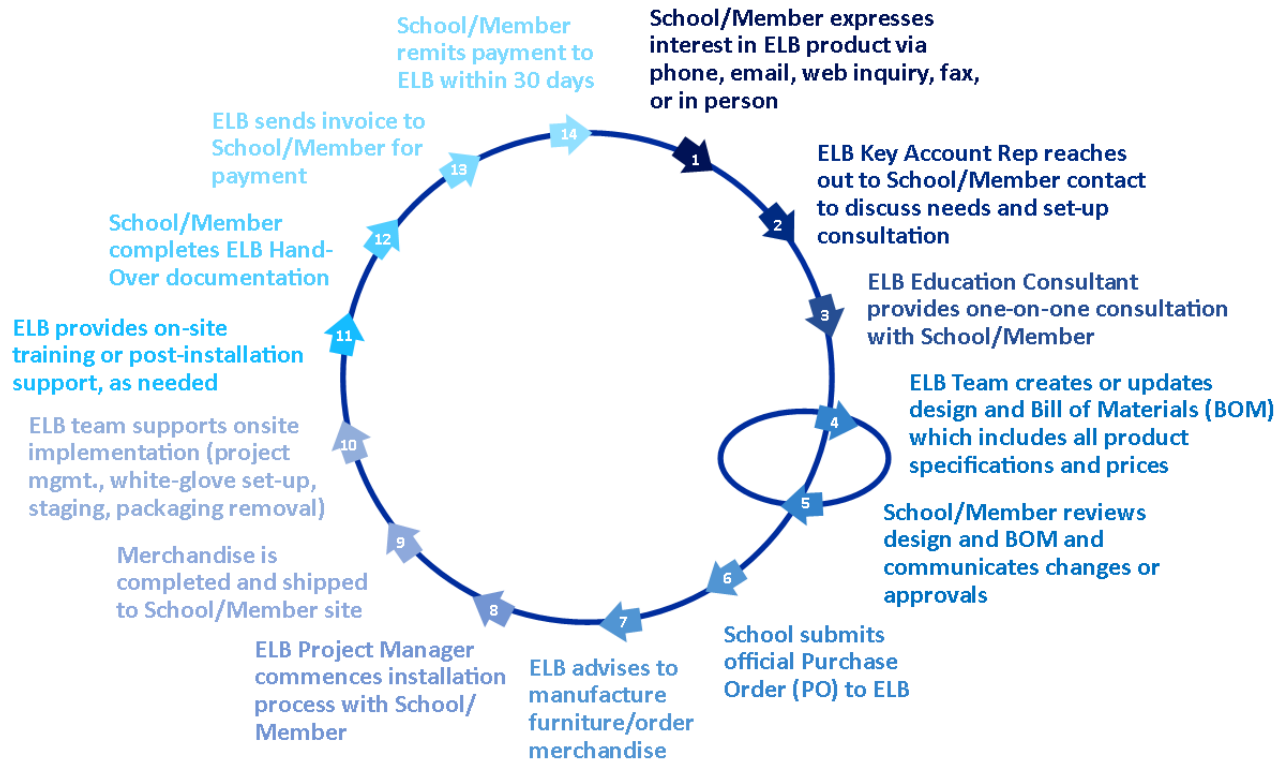


HOW ELB WILL MEET THE RFP REQUIREMENTS

ELB'S COMMITMENT TO MEET TIPS MEMBER NEEDS

ELB offers a full range of services to support the design and creation of new learning spaces. Our ELB Education Consultants, Classroom Designers, and Technology Engineers can work one-on-one with TIPS members to determine the best fit of new solutions for each environment. We are not your typical drop box organization that has a warehouse full of merchandise. We are a consultative, fit-for-purpose, value-added provider that wants to be invested in our customers for years to come.

An overview of our expected methodology for meeting TIPS members product needs is shown below.



We can work directly with other contractors to determine timelines and quantities. ELB has a fully staffed project management team that understands how to manage the most complex of projects and work with manufacturers and other contractors to deliver in a timely fashion.

We would also be more than happy to assist with the reproduction of plans for board meetings and to be used for public information. We work hand-in-hand with architects and are able to support this on an as-needed basis.

ELB is proud to offer full installation capabilities for TIPS members. We would plan installations in close coordination with the school and aim to be done over a set period of time. This work schedule would be planned well in advance with both the school and our vendors. We will have a specialized Implementation Project Manager to oversee the entire process and working directly with the district to determine the least invasive way to accomplish the install.



INVOICING

With our completely customized internal systems, we can tailor invoices to fit our customers' needs. We typically invoice when an item has shipped or has been delivered and accepted. We can work directly with TIPS members to determine what works best. If it is preferred to invoice upon receipt and acceptance of goods, then we will comply. This is in reference to orders that don't require installation.

Because our platform allows for a detailed look into the account, we can manage all aspects of invoicing. If a customer would like to pay ahead, we can create proforma invoices. On that same note, we can also create a paid invoice if the payment has been made prior to delivery. If TIPS members requires invoice upon receipt and sign-off this would not be a problem.

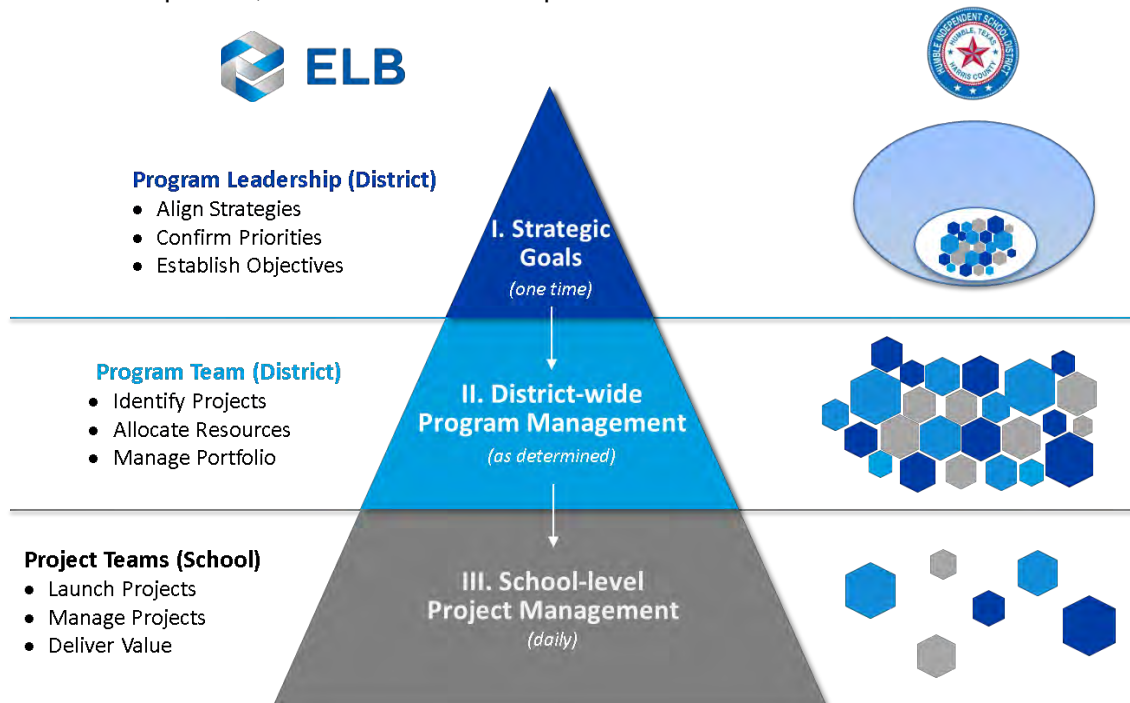
All ELB invoices come with standard payment terms of Net30 unless previous approval has been granted by our Finance Department.

SHIPPING AND HANDLING

ELB utilizes our own fleet of transport trucks to deliver customer goods from our warehouses. This allows us to tightly control the flow and location of goods, to ensure an on time arrival, and to greatly reduce damage caused during transport. Our customers have come to really appreciate this added value service. While use of our own transport trucks is our preferred method, in some cases, this is not possible. For those situations, we have contracts with a variety of transport companies (ie. UPS) to ensure the safe and timely delivery of goods.

PROJECT MANAGEMENT AND LOGISTICS

When working with our large school district customers, we take a multi-faceted approach to maximize the benefits and ensure a positive, value-added relationship.





PROGRAM (DISTRICT-LEVEL) MANAGEMENT

It is ELB's desire to become a trusted, knowledgeable, quality advisor not only to district personnel but also to the principals, teachers, and students within each school. It is our goal to engage at both the district level, as well as the school level to understand needs, expectations, and constraints so that the value we provide reaches far beyond just the delivery of goods and services. In that way, we seek to support initiatives, processes, and goals at multiple levels and across multiple locations. We call this our "program" or holistic management approach.



While most large implementation projects are likely to occur in a school setting, we do see value in offering districts any or all of the following advisory and management services:

- **Review of existing environments** – identification and evaluation of current technology
- **Advisement** – recommendations on the retirement or replacement of out-of-warranty, end-of-life, or outdated products
- **Scope management** – which locations, what products/services, what efficiencies can be achieved in people, processes, or technology
- **Procurement management** – where and how to deliver products, how to realize cost savings
- **Implementation management** – who will provide installation, commissioning, training, service
- **Schedule/time management** – timing and resource allocation
- **Cost management** – how to mitigate cost overruns, how to reduce product/service costs
- **Quality management** – how, when, and where to review product/service quality and ensure continuous improvement
- **Communication management** – what, when, and how to communicate overall status to district or school personnel (e.g. pending, in-flight, completed projects)
- **Risk management** – how, who, and when to mitigate or resolve issues of risk
- **Financial management** – who, where, and what is being purchased
- **Change management** – how and when to support users so that adoption is successful

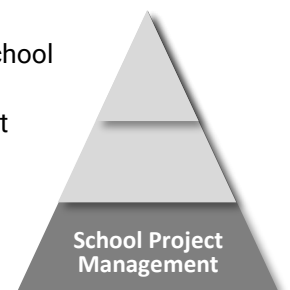
We are very experienced in supporting districts with larger scale implementation programs. In general, our first step is to formally meet with the appropriate district-level personnel to confirm the district's current and future desires, needs and expectations. We then work collaboratively with them to ensure our proposed plan aligns accordingly. Once the goals are clear, expectations are set and operational requirements are confirmed, we then proceed to start engaging at the school level.

PROJECT (SCHOOL-LEVEL) MANAGEMENT

Project Management Methodology

Project management is a fundamental component of solution delivery at ELB. For every school implementation, we use several internal systems and communication methods, including several mobile apps, to ensure timely completion of activities and tasks, updates to project schedules, notification of any risks, and accurate reporting.

If there are project delays or difficulties, regular project management meetings and a review of the project timeline can be done, and if needed the timeline amended or escalated. ELB Project Managers use our comprehensive internal project tracking system ("PTS") to ensure all projects run smoothly.





Role of the Business Development Manager

To best support a district and its schools, a local ELB Business Development Manager (BDM) is assigned to perform day-to-day customer management. The role of the BDM is to work closely with the district and its schools to assess needs, to support the evaluation and purchase of products, to work with internal ELB teams to successfully execute any large-scale roll-outs or integration projects, and to provide the necessary localized training and professional development support to ensure adoption success. The ELB BDM will also be the key point person for any warranty-related issues and escalate the need for any additional support to the ELB Technical Service team.

Role of the Project Manager

Every implementation project goes through a consistent set of stages that are coordinated by the ELB Project Manager. The Project Manager is responsible for liaising with the BDM and appropriate internal ELB teams, as well as collaborating with the appropriate client and in some cases sub-contractor teams to ensure the smooth and effective delivery of the project. The day-to-day execution of all project activities from start to finish, as well as the project communications, is the responsibility of the assigned ELB Project Manager.

Role of the Lead Engineer

Completing room site-walks and designing systems that will work with the existing infrastructure is the job of our Lead Engineer. Given their in-depth knowledge and awareness of the physical and electrical requirements of technology installations, they review each installation space and make expert decisions on the proper placement and configuration of products. Completing drawings, which the customer can review, provide input, and approve is also part of their responsibilities.








Role of the Lead Installation Technician

Overseeing all the onsite technical activities and requirements of an installation is the responsibility of our Lead Installation Technician. ELB Lead/Senior Installers have many years of applicable experience as well as many industry and manufacturer certifications. Over the course of their long-term career, they have safely, effectively, and expertly led installation teams on a variety of technology projects and across many industries. Likewise, many have been with ELB for many years and understand our commitment to quality and excellent customer service. A Lead Installation Technician will be onsite at every ELB installation location and will work with the ELB Project Manager, ELB Lead Engineer, and School representatives to ensure all activities are carried out as approved, on time, and with superior workmanship.



PROJECT APPROACH

Outlined in detail below is ELB's proposed approach for our furniture projects. It includes all of the key activities, deliverables and outputs expected throughout the project. While variations can occur due to unexpected events or changes in project scope, in general, ELB strives to perform according to these guidelines and standards. More details about each of these stages as well as the key deliverables and outputs is provided on the following pages.

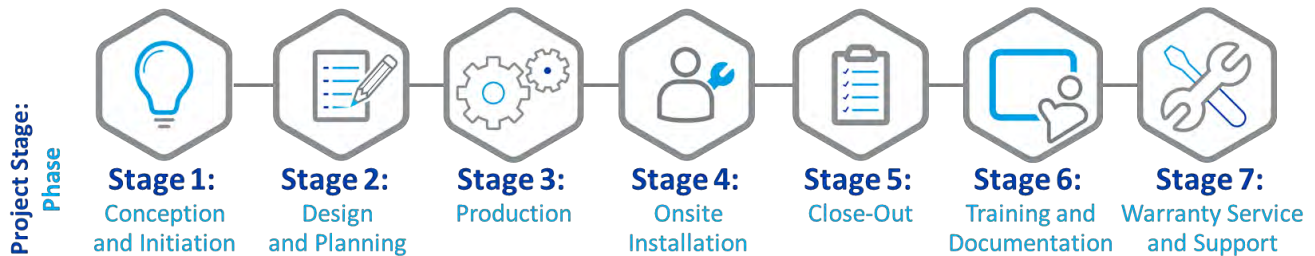
Project Stage Phase	Key Activities	Key Deliverables / Outputs
 Stage 1: Scope and Initiation	<ul style="list-style-type: none"> • Kick-off meeting with school project personnel • Confirm project objectives and expectations • Review existing classrooms, products, and clarify timeline • Obtain CAD drawings 	<ul style="list-style-type: none"> • Project Kick-off and deliverables • Leadership team planning sessions
 Stage 2: Design and Planning	<ul style="list-style-type: none"> • Develop product plans/classroom designs for school to review and revise • Confirm product quantities with school • Provide final proposal with SOW, bill-of-materials, quote, and schedule for products and services requested • Receive purchase order from school • Order products 	<ul style="list-style-type: none"> • Customized furniture and layout designs • Formal furniture proposal <ul style="list-style-type: none"> – Itemized list of equipment by classroom (inc. chosen fabric, color, surface, surface types, etc.) – Description of services to be provided – Price breakdown/quote • Implementation Plan/Schedule
 Stage 3: Production	<ul style="list-style-type: none"> • Furniture manufactured • Receive, itemize and warehouse furniture • Complete any pre-assembly, ID tag, and QA furniture • Verify onsite infrastructure • Palletization by school • Dispatch furniture to site 	<ul style="list-style-type: none"> • Inventory Punch List and Quality Control Report
 Stage 4: Onsite Installation	<ul style="list-style-type: none"> • Prepare arrival staging area • Arrival of new furniture to school • Remove packaging, final assembly • Verify and quality check all products, punch list completed • Relocated and stage furniture in classrooms based on approved designs 	<ul style="list-style-type: none"> • Inventory Punch List and Quality Assurance Report
 Stage 5: Close-Out	<ul style="list-style-type: none"> • Clean up assembly/work area • Remove all packaging from school • Conduct final walkthrough with school • Obtain school acceptance/ sign-off • Recycle packaging where possible 	<ul style="list-style-type: none"> • Handover Certificate
 Stage 6: Training and Documentation	<ul style="list-style-type: none"> • Finalize drawing/design package • Send customer satisfaction surveys; collect, review and identify improvement opportunities • Project close-out meeting with school personnel 	<ul style="list-style-type: none"> • Finalized classroom designs • Customer Satisfaction Survey • Project Close-Out Report
 Stage 7: Warranty Service and Support	<ul style="list-style-type: none"> • Help desk support • Product repair and warranty services 	<ul style="list-style-type: none"> • Work Order/Service Reports • Inventory/Asset Reports



PROJECT DELIVERY PROCESS AND TOOLS

Our delivery process for any classroom solution project will include a sequence of coordinated activities. An overview of the phases and key activities is shown below:

Ensuring Project Success from Start to Finish



Stage 1: Conception and Initiation

System and Solution Design Philosophy

ELB seeks to simplify complexity, provide reliability, and anticipate classroom advancements in all our classroom technology and furniture designs.

Stage 2: Design and Planning

Product Purchasing and Cost Control

ELB enjoys close relationships with all of our core manufacturers and is in a position to take advantage of volume discounts as a result of our size globally, as well as our ability to warehouse a significant amount of inventory locally. However, we still continually review and make every effort to secure better pricing or better products with our suppliers. We will endeavor to do so for every project and when necessary re-issue our price list for the purpose of communicating product price reductions or product line changes/upgrades for any end-of-life items.

Planning and Coordination

We utilize Microsoft Project, Bluebeam, AutoCAD, TeamUp, and a proprietary ERP system to plan, manage and report on all aspects of a project. Note that an ELB "project" might be a single classroom installation or a school-wide installation (i.e. multiple classrooms at the same facility).

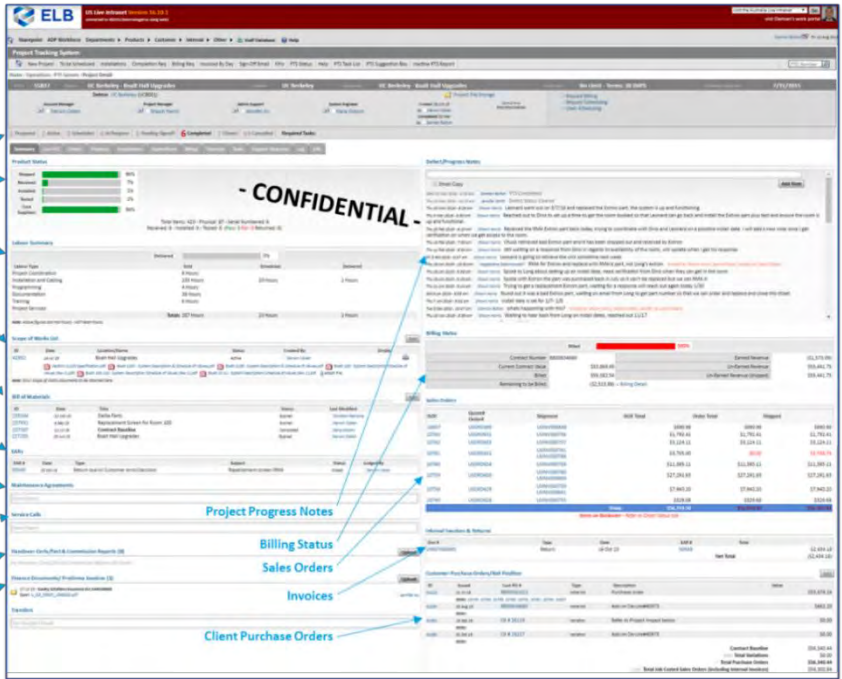
ELB ERP System (known internally as our "PTS" system)

Every ELB project is identified, recorded, and continually tracked on several different measures through our comprehensive PTS system. At any point in time, ELB can provide timely and accurate updates on the status of the project, since everything required for the success of that project is in one up-to-date system. All ELB delivery and project personnel have access to this comprehensive tool, even remotely, and are required to use it to coordinate activities, manage risks, and report on all activities related to the project. This benefits both our employees and our customers in that all the information they may need can be accessed, updated, or analyzed promptly so that important decisions can be made.



The PTS system allows for the following for every ELB project:

- Recording and updating of the scope of work (SOW), bill of materials (BOM), schedule or timeline, maintenance agreements, invoices, or other affiliated documents
- Management of key risks or issues
- Financial, equipment, and status reporting
- Identification of the possible impact of other tradespeople's delays to key deadlines



Overall Project Status

Product Status

Labor/Services Summary

Scope of Works

Bill of Materials

Scope or Equipment Changes (EAR's)

Maintenance Agreements

Service Calls

Handover Certificates

Finance Documents

Project Progress Notes

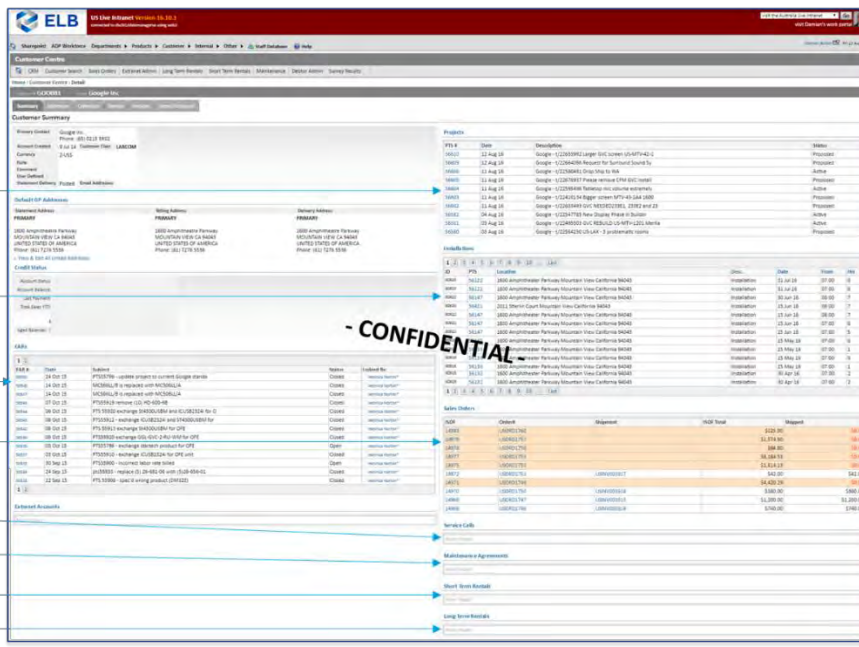
Billing Status

Sales Orders

Invoices

Client Purchase Orders

A screenshot of the PTS Dashboard at the **PROJECT** level is shown to the right



Projects

Scheduled Installations

Program Scope or Equipment Changes

Sales Orders

Service Calls

Maintenance Agreements

Short Term Rentals

Long Term Rentals

The PTS system also allows for the tracking and reporting of information at the Customer or District level. In this way, we can provide district personnel with detailed reports on all activities– products, services, and support– that are provided to specific schools or facilities.

A screenshot of the PTS Dashboard at the **CUSTOMER** or **DISTRICT** level is shown to the left.



Project Schedule/Plan

ELB utilizes Microsoft Project to develop and continually update an implementation plan/schedule for every project we undertake. The ELB Project Manager is responsible for this ongoing task but works closely with the customer throughout to ensure the activities and timelines meet their needs and expectations.

A sample project schedule for a school-related audiovisual project is shown below.

- School-wide Integration Project** – The first sample project plan was created to meet an extremely condensed timeline for the design, procurement, installation, commissioning and user training of audiovisual systems across 16 classrooms. Although the Gantt part of the plan is not visible, the image confirms the various stages that every ELB integration project goes through.

Task Name	Duration	Start	Finish
Audio Visual Systems	55 days	Tue 5/16/17	Mon 7/31/17
Project Commencement / PO Processing	10 days	Tue 5/16/17	Mon 5/29/17
PO / Notice to Proceed Received by ELB	0 days	Tue 5/16/17	Tue 5/16/17
Project Package Processing (PO Processing and Credit Approval)	2 days	Tue 5/16/17	Wed 5/17/17
Internal Project Kick-Off	1 day	Thu 5/18/17	Thu 5/18/17
Initial Site Walk with Customer / Customer Kick-Off	1 day	Fri 5/19/17	Fri 5/19/17
Update Project Schedule	1 day	Fri 5/19/17	Fri 5/19/17
Submit Project Schedule to Customer for Review / Approval	1 day	Mon 5/22/17	Mon 5/22/17
Project Design	10 days	Mon 5/22/17	Fri 6/2/17
Prepare Long Lead Equipment List	1 day	Mon 5/22/17	Mon 5/22/17
Submit Long Lead Equipment List to Customer for Approval	0 days	Mon 5/22/17	Mon 5/22/17
Approval of Long Lead Equipment List by Customer	1 day	Tue 5/23/17	Tue 5/23/17
Place PO's for Long Lead Equipment	1 day	Wed 5/24/17	Wed 5/24/17
Design of Project (Prepare Drawing Package)	3 days	Mon 5/22/17	Wed 5/24/17
Internal Design Review	2 days	Thu 5/25/17	Fri 5/26/17
Equipment Spec. Sheet Submittal Package sent to Customer	0 days	Tue 5/30/17	Tue 5/30/17
Mark-Ups from Internal Design Review	2 days	Mon 5/29/17	Tue 5/30/17
Submit Drawing Package to Customer	0 days	Tue 5/30/17	Tue 5/30/17
Design Review with Customer	1 day	Wed 5/31/17	Wed 5/31/17
Customer Approval of Design	2 days	Wed 5/31/17	Thu 6/1/17
Finalize Equipment List and Place PO's	1 day	Fri 6/2/17	Fri 6/2/17
Receive Long Lead Equipment at ELB Shop	1 day	Thu 7/6/17	Thu 7/6/17
Receive Equipment at ELB Shop	1 day	Mon 6/19/17	Mon 6/19/17
Programming	13 days	Mon 6/19/17	Wed 7/5/17
Preliminary Installation / Rack Build	9 days	Tue 6/20/17	Fri 6/30/17
In-House Rack Assembly	2 days	Tue 6/20/17	Wed 6/21/17
Load Code	1 day	Thu 6/29/17	Thu 6/29/17
In-House Rack Testing	1 day	Fri 6/30/17	Fri 6/30/17
Preliminary On-Site Installation / Structural	4 days	Mon 7/3/17	Thu 7/6/17
Verify Infrastructure	1 day	Mon 7/3/17	Mon 7/3/17
Cable Pulls	3 days	Tue 7/4/17	Thu 7/6/17
Install Structural Mounts	3 days	Tue 7/4/17	Thu 7/6/17
Install Back Boxes / Rough In	3 days	Tue 7/4/17	Thu 7/6/17
On Site Installation	15 days	Thu 7/6/17	Thu 7/27/17
Room Ready Conditions Met (i.e. dust free, clean, secure)	0 days	Thu 7/6/17	Thu 7/6/17
Deliver Equipment to Site	1 day	Fri 7/7/17	Fri 7/7/17
Equipment Installation	10 days	Mon 7/10/17	Fri 7/21/17
Terminations	10 days	Mon 7/10/17	Fri 7/21/17
Testing and Commissioning	3 days	Mon 7/24/17	Wed 7/26/17
Substantial Completion	0 days	Wed 7/26/17	Wed 7/26/17
Create Punch List	2 days	Thu 7/20/17	Fri 7/21/17
Punchlisting	4 days	Mon 7/24/17	Thu 7/27/17
Close-Out	7 days	Thu 7/27/17	Fri 8/4/17
User Acceptance Testing	1 day	Thu 7/27/17	Thu 7/27/17
Submit O&M Manuals and As-Built Documentation	0 days	Fri 8/4/17	Fri 8/4/17
Formal User Training	2 days	Fri 7/28/17	Mon 7/31/17
Final User Acceptance / Sign-Off	0 days	Mon 7/31/17	Mon 7/31/17



Stage 3: Production

Warehousing, Logistics and Quality Assurance

Managing the delivery and installation of your new furniture solutions can sometimes be a complicated task. In most cases, products ordered for a particular project will arrive in different shipments, sometimes over a period of weeks. As a result, ELB offers complimentary warehousing of goods until all required products for a particular project have been received. At that point, arrangements will be made with the school for delivery and, if applicable, installation. Likewise, upon receipt of goods to our warehouse, ELB logistics experts visually inspect all furniture pieces for integrity and quality assurance. Any noticeable concerns, defects, or damage are immediately reported to the manufacturer for prompt rectification. This helps to reduce any project delays.

Palletizing Process

To streamline the shipping, receiving and onsite coordination of all goods, we employ a rigorous "palletizing" process for major projects. At our warehouse facilities, we palletize all hardware for each room and bring that to the site as a complete solution. Pallets are organized by floor and/or room. This also helps increase schedule flexibility to work on rooms as they become available.

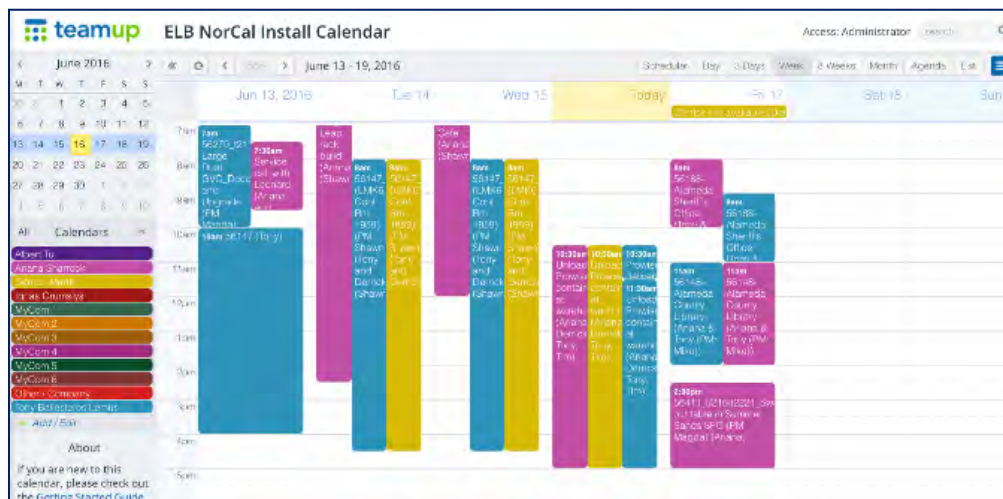
Reliable, In-House Delivery Services

ELB maintains its own fleet of trucks and delivery vehicles to minimize the risk of product loss, damage, or delays. Since making the investment in these valuable resources, we have noticed significant improvements in both the on-time arrival of goods, as well as the delivery experience for our customers. Shifting installation dates due to product loss, damage, or delays is now a very rare occurrence and the reliability of our services is something we are proud of.

Stage 4: Onsite Installation

Installation Planning and Resource Tracking

Planning, scheduling and coordinating the resources required for project installations is the responsibility of our Implementation Team. To do this, ELB uses an online resource scheduling platform called TeamUp. Our National Implementation Manager liaises directly with our Project Managers to confirm project timing and is responsible for scheduling all installation resources. The goal is to align the work required with the location and skillsets of our growing team. This includes ensuring projects have at least two resources assigned, where one is considered a "senior" installer. TeamUp is key to this process as it reflects real-time information and can be accessed remotely by all project teams.





Installation Management

ELB utilized two key recording tools to effectively monitor and execute multi-room or multi-site projects:

Room by Room Status Report

Live document updated daily.

1000 Maude RoombyRoomOverview

ROOM #	FLOOR	ROOM TYPE	TABLE	SYSTEM	PRE-KITTED DATE	ELB RACK BUILD	ELB INITIAL RACK TESTING	GOOGLE PROVISIONING	PALLET #	ASSET TAGS	POWER BUNDLES	STAGED FOR SITE	DATE TO SITE	PROJECTED ROOM AVAILABILITY
470	4	Large	8seat	Dual Display	12/2/2014	Done	Done	Done	B55	Done	TH	11/23/2016	12/3/2014	11/30/2014
489	4	Large	8seat	Dual Display	12/2/2014	Done	Done	Done	B55	Done	TH	11/23/2016	12/4/2014	11/30/2014
439	4	Training Room	n/a	n/a	1/5/2015	Done	Done	Done	B5	Done	TH	11/23/2016	12/4/2014	11/30/2014
343	3	Medium	4seat	Single Display	12/12/2014	Done	Done	Done	D38	Done	TH	11/24/2014	12/8/2014	11/30/2014
354	3	Medium	4seat	Single Display	12/12/2014	12/4/2014	Done	Done	D39	Done	TH	11/25/2014	12/5/2014	11/30/2014
357	3	Medium	4seat	Single Display	12/12/2014	12/5/2014	Done	Done	D28	Done	TH	11/26/2014	12/6/2014	11/30/2014
364	3	Medium	4seat	Single Display	12/12/2014	12/6/2014	Done	Done	D28	Done	TH	11/27/2014	12/6/2014	11/30/2014
376	3	Medium	4seat	Single Display	12/12/2014	12/7/2014	Done	Done	D25	Done	TH	11/28/2014	12/7/2014	11/30/2014
377	3	Medium	4seat	Single Display	12/12/2014	12/8/2014	Done	Done	D15	Done	TH	11/29/2014	12/7/2014	11/30/2014
379	3	Medium	4seat	Single Display	12/12/2014	12/9/2014	Done	Done	D15	Done	TH	11/30/2014	12/8/2014	11/30/2014
321	3	Medium	4seat	Single Display	12/12/2014	Done	Done	Done	D43	Done	TH	12/1/2014	12/8/2014	11/30/2014
322	3	Medium	4seat	Single Display	12/12/2014	Done	Done	Done	D43	Done	TH	12/2/2014	12/9/2014	11/30/2014
324	3	Medium	8seat	Single Display	12/15/2014	Done	Done	12/20/2014	D35	Done	ELB	12/3/2014	12/4/2014	11/30/2014
328	3	Medium	8seat	Single Display	12/15/2014	Done	Done	12/20/2014	D34	Done	ELB	12/3/2014	12/4/2014	11/30/2014
338	3	Medium	4seat	Single Display	12/12/2014	Done	Done	Done	D41	Done	TH	12/3/2014	12/4/2014	11/30/2014

Floor Plan Status Report

Live PDF with notes on EVERY room with corresponding notes spreadsheet.



Interior map 1_12_15.pdf Markup Summary

Markup	Subject	Page	Lock	Status	Checkm...	Author	Date	Color	Comments
1,34,03	MED CONF	Page 1	Unlocked	None	Unchecked	sfn122	1/15/2015 1:25:23 PM	Yellow	1/3-15 - Wall boxes too low, installed at 4:30 PM
1,30,02	PRIVATE DEN	Page 1	Unlocked	None	Unchecked	sfn122	1/15/2015 1:25:35 PM	Yellow	1/6-15 - ELB monitors done in final 20 min. Microphone boxes have not been installed.
1,87,02	SM CONF	Page 1	Unlocked	None	Unchecked	sfn122	1/15/2015 1:24:47 PM	Yellow	1/6-15 - Profile system installed on 1/3/15. Profile system displays hung on 1/8/15. Room is ready for testing and commissioning when power and data become available.
1,88,04	HARD COZY	Page 1	Unlocked	None	Unchecked	sfn122	1/15/2015 1:24:30 PM	Yellow	1/2-15 - Installation complete, ready for testing and commissioning when power and data become available.
1,88,02	HARD COZY	Page 1	Unlocked	None	Unchecked	sfn122	1/15/2015 1:24:11 PM	Yellow	1/2-15 - Installation complete, ready for testing and commissioning when power and data become available.



Assembly and Staging Services

As a full service, national provider, ELB can provide all our education customers with a full suite of furniture offloading and installation services. This includes inside delivery, assembly, staging, and other logistical services that make the delivery and implementation of furniture products more secure and streamlined. As furniture implementation specialists, we will remove all packaging, assemble, quality check, and stage your new pieces prior to use. This will be done in accordance with the agreed-upon classroom design layouts.

Communications and Issue Management

Under the guidance of the ELB Project Manager, ELB project teams meet daily to discuss progress and any applicable changes to scope, risks, or timelines. For reporting purposes, we will utilize a variety of communication tools and templates. Regular communications with district and school stakeholders, outlining both project and program progress, will include:

- Program and Project Status Updates
- Program and Project Financial Reports
- Customer Satisfaction Results
- Continuous Improvement Reports, Initiatives and Outcomes

Project or Program management meetings will also be scheduled as desired or needed. During these meetings, the project timeline will be reviewed, risks evaluated, and next steps discussed. In the event of project delays or difficulties, the timeline can be amended or escalated, if required. However, all risks and project delays should be appropriately managed by the Project Team, with escalation only as a last resort. An example of a standard project issue/risk log is shown below.

Project Name:		1000 Maude										
Project Manager Name:		Magdalena Zadarnowska										
Project Number:		56071										
ID	Current Status	Priority	Issue Description	Assigned To Owner	Expected Resolution Date	Escalation Required (Y/N)?	Impact Summary	Action Steps	Issue Type	Date Identified	Entered By	Notes
1	Closed	Medium	Jim has identified 61 Cozies that ELB may have access to as early as 11/15/14 to install unitrust - will these rooms be painted?	Magda	11/1/2014	No	Schedule	Check if the rooms will be painted by mid November. If they are in fact painted, ELB can go ahead and mount the unitrust in those rooms to maximize efficiency	Procedural		Magda	ELB must use union labor for onsite work before Jan 2nd
2	Closed	Medium	Schedule weekly walk through of 1st Floor	Jim	10/23/2014	No	Schedule and resources		Procedural and Systems	10/22/2014	Magda	
3	Closed	High	Room names - protocols naming conventions for Fusions creation, TMS for CISCO, Archibus Number will be used for IP. Obtain new archibus numbers from furniture team, and update ELB. John has reached out to corpnet team to get an IP range - maybe available in 4 weeks. Begin to consider, segregating product by section. ID what serials numbers will go in each section.	SPG	1/15/2015	No			System	10/20/2014	Magda	
4	Closed	High	warehouse work flow.	Magda	10/21/2014	No	coordination of efforts	This will be a working document that ELB will update as equipment moves	Informational	10/1/2014	Magda	

ELB will work with district and school representatives to customize the reporting requirements and determine the cadence for any reports, communications, or meetings.

Stage 5: Close-out

At the conclusion of every project, there is a formal series of activities that take place to ensure proper close-out. While some of these activities will vary based on the expectations and requirements of the customer in general, ELB close-out activities are the responsibility of the Project Manager and include:

- Complete quality assurance assessment of the implemented solution
- Complete walkthrough of the new spaces with Customer Personnel and receive formal sign-off
- Distribute, collect and review customer satisfaction surveys

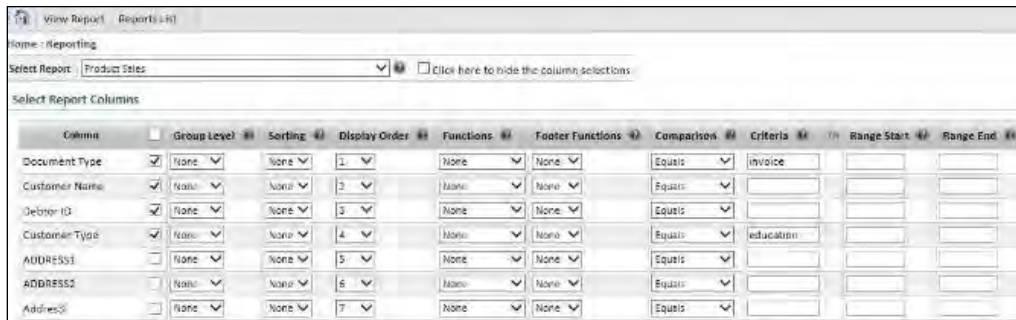


Reporting

ELB maintains a custom-built sales reporting tool that allows users to view order history, asset information, price lists, equipment lists, service requests, and more for any customer. This online portal, enables reporting by debtor, product, location, purchasing contact or date. ELB can work with any school or district to customize reports should they be required. Examples of some previously used reports include:

- Purchases by school or District, including serial numbers
- Invoices by product
- Invoices by month, year

A screenshot of our Sales Reporting Manager is shown below:



Stage 6: Training and Documentation

ELB offers an extensive range of training and professional development services provided by qualified and experienced Education Consultants. This includes training and support technology implementations.

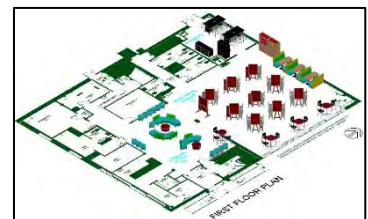
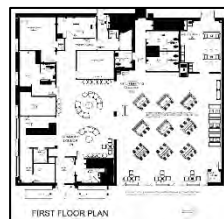
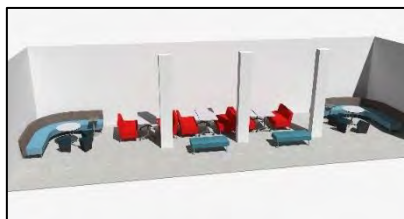
PROJECT DELIVERABLES

TIPS schools and districts have access to a very experienced team of ELB furniture designers and integration experts who can help them achieve their implementation goals. These specialists consult with school personnel to understand their desired learning outcomes and then recommend solutions that meet their needs. In doing so, ELB employs a hands-on, consultative and collaborative approach that allows for multiple design reviews so that all our customers walk away feeling inspired, involved and successful.

Once the initial needs assessment and scope discussions are complete, ELB's Design team will develop room-by-room 2D and 3D furniture layouts. These layouts will show the suggested quantity, color, and design of the selected furniture pieces for each space.

Classroom / Furniture Designs

Placement, layout, and configuration of the furniture in scaled blocks, identified by manufacturer, product, color, and size (i.e., CAD drawings).





Sample of Finish Selections and Furniture Pieces

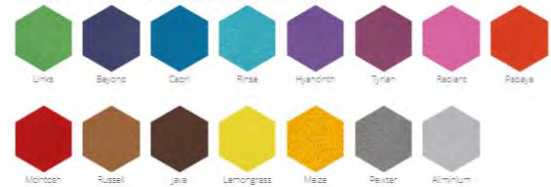
ELB will work closely with our manufacturers to provide any finish/coating samples as well as furniture pieces that are requested. Because we work directly with our manufacturers, we have direct access to be able to accommodate these requests. Samples will be provided in a timely manner and coordinated by the ELB Installation Project Manager.

Additionally, during the design and consultation phase of the process, ELB will provide TIPS members with samples of all fabric options from each manufacturer for review and consideration. These samples are particularly helpful for customizing specific furniture pieces.

Our experience in supporting schools with the selection and customization of new furniture has taught us that it can be a very challenging, time consuming, and even stressful experience. As a result, throughout this evaluation and specification stage, the ELB Design team will make themselves available as much as possible to support TIPS members in these decisions. We can even take ownership of the full process, organizing and attending meetings with key stakeholders, and/or completing the Furniture Specifications Worksheet. Depending upon the schools' level of comfort or preference, ELB is prepared to provide as much or as little direct support during this stage of the process as needed.

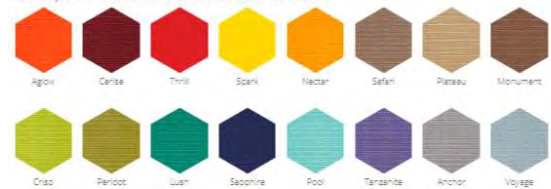
INFINITY BY MOMENTUM TEXTILES

Commercial grade fabric for use in seating and soft furnishings. 74% post-consumer recycled polyester, 26% polyester. Reduced environmental impact. Recycled fiber content: GREENGUARD Gold Certified: NSF B36 Compliant.



MILLENNIUM BY MOMENTUM TEXTILES

Commercial grade fabric for use in seating and soft furnishings. 66% post-consumer recycled polyester, 15% polyester. Reduced environmental impact. Recycled fiber content: GREENGUARD Gold Certified: NSF B36 Compliant.



INSTALLATION OF FURNITURE

SEQUENCE AND PROCESS

In most cases, the school's purchased furniture will arrive at the school site via an ELB transport truck directly from the ELB warehouse where it will have been accepted from the manufacturer, quality checked, and palletized for easy acceptance and installation at the school.

Similarly, once the furniture arrives at the school site, it will be received and documented by an ELB Project Manager and moved inside to the appropriate staging location.

If the furniture cannot be assembled in the staging area, it will be carefully relocated to the appropriate classroom or learning space. Experienced, professional furniture installation specialists will then perform the tasks to properly assemble and stage it based on manufacturer specifications and the ELB-created approved drawings.

PACKAGING AND WASTE REMOVAL

All cardboard, packaging, and waste material that is brought onsite or generated as a result of the installation efforts will be removed from the school, consolidated by type of material, broken down, and transported for appropriate disposal. All materials that can be recycled (i.e. cardboard, certain plastics, paper products, wire ties, etc.) will be taken to a designated recycling facility. Molded foam packaging (otherwise known as Styrofoam) will also be recycled at a designated EPS foam recycling center. We anticipate only a very small percentage of material will be directed to the landfill due to the inability to recycle.

Once the installation team has completed their efforts, and all packaging and waste has been removed, all work areas will be cleaned of any remaining dust, residue, cable, or packaging remnants.



SCHOOL REQUIREMENTS

It is our expectation that all installation activities will take place during normal weekday business hours, between 8:00 a.m. and 5:00 p.m. ELB employees will be onsite to oversee ALL coordination, material, labor, tools, equipment and supervisory requirements to complete the installation successfully.

To fulfill these tasks, ELB requests the following from each installation school:

- Access to the building, including its grounds and the referenced classrooms, throughout the mutually agreed installation period.
- Provision of a "Staging Area", where the products can be received and assembled. ELB will take precautionary measures to protect the surface material of this area.
- Exclusive control of the "Staging Area" and installation areas within each classroom. ELB shall not be responsible for the safety of any person who enters the work area without specific authorization.
- Access to a parking lot or non-covered outdoor area that is in close proximity to the building, and preferably the "Staging Area" where delivery and transport trucks can easily move.
- Availability of electricity/electrical outlets, if needed.
- Permission to utilize carts and dollies inside the school for the purpose of hauling equipment.
- Confirmation of any changes to the mutually agreed installation dates at least 5 business days prior.

CLOSE-OUT PROCESS AND DELIVERABLES

To formally close out the project, the ELB Project Manager will conduct a series of school site walkthroughs with school personnel to ensure all products are delivered and installed as specified. A formal Handover Certificate will be completed and signed by the appropriate school representative.

The final step in the process will be to distribute customer satisfaction surveys to key school representatives, the results of which to be used as guidance for discussions during a formal project close-out meeting.

TECHNICAL AND WARRANTY SUPPORT SERVICES

ELB provides all our customers with quality education solutions, as well as great customer service. But our service doesn't end when the purchase is complete. We are committed to providing the support needed should any technical, product, or maintenance issue arise. With state of the art repair facilities, in-house technical support staff, and a strong commitment to manufacturer relationships, we can provide comprehensive and prompt product support services when needed.

KEY SERVICE PROVISIONS

- National customer service helpdesk support
- Experienced, reliable, quality-focused technicians
- Convenient and comprehensive service options
- Remote, online, or onsite service capabilities
- Service management, tracking, and reporting capabilities
- Peace-of-mind maintenance agreements



SERVICE OFFERINGS

Service Facilities



We maintain several major service centers across the country to ensure timely support and assistance to all our customers. We are ISO9001:2008 certified and committed to quality, consistency, and excellence in all that we do.

Technical Experts



All technical support and maintenance services are provided by industry-qualified professionals. Our engineers and technicians have many years of applicable experience and have completed authorized manufacturer training courses where possible.

Help Desk Process



We operate a national Service Help Desk to support the needs of all our customers. All calls, emails and support requests are logged into ELB's custom-built management database, allowing our central Help Desk team to access, track, and continually monitor real-time information on any support or maintenance requirement.

Response Times



Our response times vary based on the type and level of service required. However, we always try to solve problems promptly and with minimal cost to you. If onsite support is required, we offer 24-hour or 72-hour response times.

Maintenance Agreements



For additional peace-of-mind, we can customize a maintenance agreement to suit your school's needs. As part of this, ELB technicians will perform scheduled and periodic preventative maintenance visits to ensure your furniture remains in top working condition.

SERVICE TICKETING, WORK ORDERS, AND TRACKING

Our Support and Service department is operated by experienced technicians and engineers who follow strict quality-controlled processes. When a service request is made by a customer, a Service Ticket is created in our service database. All information related to that service request is recorded in real-time through this system. A Service Tracker Report (shown below) ensures we stay on top of all open tickets and respond in a timely manner.

When technicians are required to go onsite for troubleshooting, repair, or RMA work, a Service Job/Work Order form is created and completed (shown below). The work completed is recorded on site, with the customer signing off for verification. This Service Job/Work Order form is then entered into the Service Ticket record so that all information related to the request is captured. Once the service issue is remedied, the service ticket is closed.

Sample Service Tracker Report

Date Opened	Closed	Type	Req #	Problem Description	Next Step	Debtor ID	PTS	Invoice #	Serial#	Warr Date	RMA/Ticket#	EAR	SC	Incident notes
3/8/2022	3/9/2022	Non-HW	1314178	Nureva Issues - Michael Lewis Co.	10 Troubleshoot	MIC082								01868
3/8/2022	3/23/2022	Non-HW	1314997	Volume issue: Glen Oaks	55 Escalated	GLE084		72400	USINV031666	ST8512-K21001f	28 Aug 21			01866
3/4/2022	3/10/2022	Non-HW	1313883	Prowise Central Version 4.0 PJUSD	50 Closed	PJU001								
3/4/2022	3/10/2022	Accessory	1313778	controller: Mountainview mt18	55 Escalated	SAU081		56615	USINV002488	003003030cy16C	14 Nov 16			01863
3/3/2022	3/4/2022	Panel	1313672	Mobile Stand STS	55 Escalated	STS082								01857
3/3/2022	3/10/2022	Accessory	1313611	Broken Antenna Oakdale CDC	55 Escalated	STA083		71405	USINV030561	PWT55002K1001	20 May 21			01862
3/2/2022	3/4/2022	Furniture	1313517	Arcadia Glide Replacement	55 Escalated	WAL084								01858
3/2/2022	3/4/2022	Panel	1313433	Avacor Panel Distorted Image (Google)	50 Closed	G00081		73044	USINV033335	046523A880024	5 Jan 22	Ref: 12256		01856
3/2/2022	3/2/2022	Accessory	1313432	Projector emblem Saugus	50 Closed	SAU081								01854
3/2/2022	3/3/2022	Non-HW	1313419	Firmware DCMO Boces	50 Closed	DCM081			PWT65001KL00119050070048					

Sample Service/Work Orders

Service Job

Name: [Redacted] | Service Call #: 5986
 Contact: [Redacted] | Location: [Redacted]
 Phone: [Redacted] | Customer Ref: [Redacted]
 Address: [Redacted] | Equipment: [Redacted]

Problem Description: [Redacted]

Technician: [Redacted] | Date: 2/23/2022

Service Job

Name: [Redacted] | Service Call #: 5986
 Contact: [Redacted] | Location: [Redacted]
 Phone: [Redacted] | Customer Ref: [Redacted]
 Address: [Redacted] | Equipment: [Redacted]

Problem Description: [Redacted]

Technician: [Redacted] | Date: 3/9/2022

Notes: [Handwritten notes about the issue and resolution]



ELB

CREATE.
COMMUNICATE.
COLLABORATE.



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