

# TIPS VENDOR AGREEMENT

Between WORLDWIDE POWER PRODUCTS, LLC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 221001 Heavy Duty Equipment**

## General Information

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

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

### Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company, where permitted by TIPS.

### **Disclosures**

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

### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three years with an option for renewal for an additional one consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term in writing. TIPS may or may not exercise some or all of the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer some

or all of the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “Start Date” is the last day of the month that “Award Notifications” are anticipated as published in the Solicitation.

**Example:** *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “three-year” term, (which is subject to an extension(s)) will still be May 31, 2025 for purposes of this example.*

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the original solicitation’s anticipated “Award Date” plus three years.

**Example:** *In this example, if the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original three-year term shall be May 31, 2025 for purposes of this example.*

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires unless otherwise specified.

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 unless otherwise specified.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the Vendor’s TIPS Contract number, the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the

shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation and vendor proposal. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller, or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to properly report or render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the

six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **State of Texas Franchise Tax**

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

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

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

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and

should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

#### **Licenses**

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

#### **Novation**

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

**Cleanup:** When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a 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. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

#### **Safety Measures**

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor

shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Smoking**

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

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

### **Legal obligations**

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

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without 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 the pricing under this agreement, 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 Region 8 ESC or 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.

**Force Majeure**

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

**Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**Venue, Jurisdiction and Service of Process**

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.



### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

### **Status of TIPS Members as Related to Vendors Contract Information**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller as the law allows.

### **Support Requirements**

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserve the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

### **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same, and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

### **SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### **STATUTORY REQUIREMENTS**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and does not and will not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to bids@tips-usa.com

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. 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.

## Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 221001 Heavy Duty Equipment

Company Name WORLDWIDE POWER PRODUCTS, LLC

Address 5711 BRITTMOORE ROAD

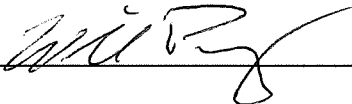
City HOUSTON State TX Zip 77041

Phone 713.434.2300 Fax 713.434.2394

Email of Authorized Representative wperry@wpowerproducts.com

Name of Authorized Representative David W. ("Will") Perry


Title Founder & CEO


Signature of Authorized Representative 

Date 11/15/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 1/26/2023



**221001**

**Worldwide Power Products, LLC  
Worldwide Power Products, LLC  
Supplier Response**

**Event Information**

Number: 221001  
Title: Heavy Duty Equipment  
Type: Request for Proposal  
Issue Date: 10/6/2022  
Deadline: 11/17/2022 03:00 PM (CT)  
Notes:

**IF YOU CURRENTLY HOLD TIPS CONTRACT 191001 HEAVY DUTY EQUIPMENT ("191001"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR HEAVY DUTY EQUIPMENT OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 191001.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 191001 WHICH COVERS ALL OF YOUR HEAVY DUTY EQUIPMENT OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## 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

## Worldwide Power Products, LLC Information

Contact: Mary Jo Mercer  
Address: 5711 Brittmoore Road  
Houston, TX 77041  
Phone: (713) 538-2092  
Email: mmerc@wpowerproducts.com

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

Mary Jo Mercer

*Signature*

Submitted at 11/17/2022 02:52:31 PM (CT)

mmerc@wpowerproducts.com

*Email*

## Requested Attachments

### Agreement Signature Form

Section 1 - Agreement Signature Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### All Other Certificates

Section 2 - All Other Certificates.pdf

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

Section 3 - Pricing Form 2 for Service Dept and Rental Dept (2).pdf

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

### Reference Form

Section 4 - Reference Form.pdf

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Section 5 - Conflict of Interest Form CIQ.pdf

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

### Proposed Goods and Services

Section 6 - Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## D/M/WBE Certification OPTIONAL

Section 7 - DMWBE Certification Optional.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Warranty

Section 8 - Warranty .pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Vendor Agreement

Section 9 - Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.  
DO NOT UPLOAD encrypted or password protected files.

## Pricing Form 1

Section 10 - Pricing Form 1 - Sales Pricing Nov 2022 - TIPS Version.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.  
DO NOT UPLOAD encrypted or password protected files.

## Supplementary

Section 11 - Supplementary.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

## Logo and Other Company Marks

Section 12 - Logo and Other Company Marks 2.pdf

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

## Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

Section 13 - Certification of Corporate Offerer Form.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

## Disclosure of Lobbying Activities Standard Form LLL

Section 14 - Disclosure of Lobbying Activities Standard Form LLL.pdf

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

## Confidentiality Claim Form

Section 15 - Confidentiality Claim Form.pdf

REQUIRED CONFIDENTIALITY FORM. PLEASE READ CAREFULLY AND FOLLOW THE INSTRUCTIONS. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Current W-9 Tax Form

Section 16 - W9 Tax Form.pdf

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

## Bid Attributes

1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO



**2 Yes - No**

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

No

**3 Yes - No**

The Vendor can provide services and/or products to all 50 US States?

Yes

**4 States Served:**

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

**5 Company and/or Product Description:**

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

Since 2008, Worldwide Power Products "WPP" Has Become A Leading Supplier Of Power Generation Products And Services To The Commercial, Industrial, Municipal And Oil & Gas Industries. Headquartered In Houston, Texas, Our Company Is Known For Providing Quality Products, Turnkey Solutions And Excellent Customer Service. With Four Operating Divisions (Sales, Rental, Service, Parts) And An Experienced Team Of Technicians And Engineers, WPP Is Able To Deliver Quick And Reliable Power Solutions To Customers Around The Globe. WPP Carries A Large Inventory Of New And Used Diesel And Natural Gas Generator Sets, Engines, And Parts That Are In Stock And Ready To Ship. Our Customers Are Able To Choose From A Variety Of Major Brands Including Caterpillar, Cummins, Multiquip, Waukesha And HIPOWER. Generator Sets Range In Size From 20 KW – 2500 KW And Engines Range In Size From 150 Hp – 4000 Hp.

As An Independent Company, WPP Is Not Tied To Any One Manufacturer Or Territory. This Allows Us To Supply Our Customers With Reliable Power Solutions That Meet Their Specifications, Budget And Delivery Time Frame. WPP's Technical Depth, Shop, And Field Capabilities Are Truly Unique In The Power Generation Industry. Worldwide Power Products Has Been Recognized By Forbes Magazine As One Of America's 100 Most Promising Companies (2011) And Was Named To The Inc. 5000 List Of Fastest-Growing Private Companies Four Consecutive Years (2012-15).

**SERVICES OFFERED**

WPP has 4 operating divisions, which allow us to offer turnkey power service and support to our customers:

Sales – Diesel and Natural Gas Generator Sets, Engines, Generator Ends, Automatic Transfer Switches (ATS), Custom Power Solutions, Engineering Support

Rental – Diesel and Natural Gas Generators, Light Towers, Cable and Distribution Gear

Service – Preventive Maintenance (PM), Repairs, Engine Overhauls, Remote Monitoring, Fuel Polishing, Decommissioning & Installation

Parts – New Surplus, Used and Reman Engine Parts & Components (Specialize in Caterpillar parts)

**6 Primary Contact Name**

Primary Contact Name

David Vennie

<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="VP Sales and Engineering"/>
<b>8</b>	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="dvennie@wpowerproducts.com"/>
<b>9</b>	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134342300"/>
<b>10</b>	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134342394"/>
<b>11</b>	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
<b>12</b>	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Scott Spidle"/>
<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="VP Service and Business Development"/>
<b>14</b>	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="sspidle@wpowerproducts.com"/>
<b>15</b>	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134342300"/>

<b>16</b>	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Mary Jo Mercer"/>
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<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="mmerc@wpowerproducts.com"/>
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<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7134342300"/>
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<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Cindy Gonzales"/>
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<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="cgonzales@wpowerproducts.com"/>
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<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="71343423000"/>
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<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="www.wpowerproducts.com"/>
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2  
5

**Entity D/B/A's and Assumed Names**

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 responded to this solicitation unless you organize otherwise with TIPS after award.

No response

2  
6

**Primary Address**

Primary Address

5711 Brittmoore Road

2  
7

**Primary Address City**

Primary Address City

Houston

2  
8

**Primary Address State**

Primary Address State (2 Digit Abbreviation)

Texas

2  
9

**Primary Address Zip**

Primary Address Zip

77041

3  
0

**Search Words:**

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

Gas and / or Diesel Generators, Sales, Service, Rental and Parts

3  
1

**Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?**

Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.

Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?

Yes

3  
2 **Yes - No**

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

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

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

3  
3 **Company Residence (City)**

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

3  
4 **Company Residence (State)**

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

3  
5 **Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**36 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**37 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

**38 TIPS Administration Fee**

By submitting a proposal, Vendor agrees to remit to TIPS the required TIPS Administration Fee, as designated in the solicitation or as otherwise agreed in writing. If Authorized Resellers are named, Vendor agrees to guarantee remittance of the TIPS Administration fee by or for the Authorized Reseller. TIPS/ESC Region 8 is required by Texas Government Code Section 791 to be compensated for its work. Thus, submission of this proposal requires agreement to this term.

**39 TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**40 Additional Discounts?**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

<b>4</b> <b>1</b>	<b>Years in Business as Proposing Company</b> Years in business as proposing company? <input style="width: 100px;" type="text" value="15"/>
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<b>4</b> <b>2</b>	<b>Resellers:</b> Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.  EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.  (If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award). <input style="width: 100px;" type="text" value="No"/>
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<b>4</b> <b>3</b>	<b>Right of Refusal</b> The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.
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<b>4</b> <b>4</b>	<b>NON-COLLUSIVE BIDDING CERTIFICATE</b> By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;  2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:  3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;  4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.  Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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<b>4</b> <b>5</b>	<b>CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?</b> Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO  If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.  There is an optional upload for this form provided if you have a conflict and must file the form <input style="width: 100px;" type="text" value="No"/>
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**4**  
**6** **Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No

**4**  
**7** **Regulatory Standing**

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

**4**  
**8** **Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

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

By submission of this bid or proposal, the Bidder certifies that:

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.



50

### Suspension or Debarment Instructions

Instructions for Certification:

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.

51

### Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Yes

**5**  
**2** **Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

Yes, I certify (Yes)

**5**  
**3** **2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

**5 4 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 5 2 CFR PART 200 Termination**

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

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

Does vendor agree?

**5 6 2 CFR PART 200 Clean Air Act**

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 requires that the proposer certify that during the term of

an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

**5**  
**7** **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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 requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

**5**  
**8** **2 CFR PART 200 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 \$250,000)

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 that it is in compliance with the Clean Air Act?

**5**  
**9** **2 CFR PART 200 Procurement of Recovered Materials**

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

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

**6 2 CFR PART 200 Rights to Inventions**

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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 agree?

**6 2 CFR PART 200 Domestic Preferences for Procurements**

1

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this 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.

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 agree?

**6  
2** **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase 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” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

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 agree?

**6  
3** **2 CFR PART 200 Contract Cost & Price**

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 Agree?

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4

### FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **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 for the purposes of making audits, examinations, excerpts, and transcriptions. The 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.

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(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.

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### 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 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 agree?

**6** **Certification Regarding Lobbying**

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

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

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

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

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

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

**6** **If you answered "I HAVE lobbied" to the above Attribute Question**

**7** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus**  
**8** **Area Firms.**

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

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.



**6  
9 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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.

YES

**7  
0 Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from

indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

Yes, I Agree (Yes)

**7  
1 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

**7  
2 Remedies Explanation of No Answer**

**7  
3 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Do you agree to these terms?

**7  
4 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7  
5** **Infringement(s)**

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

**7  
6** **Infringement(s) Explanation of No Answer**

*No response*

**7  
7** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

**7  
8** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

## 7 Insurance and Fingerprint Requirements Information

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### Insurance

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

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

**8** **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

**1**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8** **Texas Government Code 2270 & 2271 Verification Form**

**2**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

**8  
3** **Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

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4** **Solicitation Deviation/Compliance**

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

**8  
5** **Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

**8  
6** **Agreement Deviation/Compliance**

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

**8  
7** **Agreement Exceptions/Deviations Explanation**

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

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### Felony Conviction Notice

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.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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 you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

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### If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

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### Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.



**9**  
**1** **Member Access to Vendor Proposal**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's 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 by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

**9**  
**2** **Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

**9**  
**3** **Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

**9**  
**4** **Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

**9**  
**5** **Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

**9**  
**6** **Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

**9**  
**7** **Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. 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](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

**9**  
**8** **Upload of Current W-9 Required**

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

**9**  
**9** **CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, 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't Code § 809.001(1).

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**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES  
(Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental 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.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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." See Tex. Gov't Code § 2274.001(3) of SB 19.

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**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH  
CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company 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 contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company 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.

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## **Acknowledgement**

By submitting this proposal, Vendor 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 found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.





**Required Confidential Information Status Form**

WORLDWIDE POWER PRODUCTS, LLC

Name of company

DAVID W. PERRY

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

FOUNDER & CEO

HOUSTON

TX

77041

713.434.2300

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's 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 by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

ATTACHED ARE COPIES OF 254 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature David W. Perry Date 11/15/2022

**OR**

**OPTION 2:**

I **DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **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.



# GILLETTE LIMITED WARRANTY

## FOR STATIONARY STANDBY EMERGENCY POWER SYSTEMS, STATIONARY PRIME POWER SYSTEMS, OR PORTABLE POWER SYSTEMS

The Gillette Generator is designed around the latest technology, manufactured and quality inspected by carefully trained and experienced craftspersons. Gillette warrants to the original end user, for the time periods as shown below, that each generator finished product is free from defects in materials and workmanship. Gillette, at its option, will repair, replace, or offer appropriate adjustments, for any generator part that, upon examination and testing by Gillette's factory engineers or by a Gillette authorized service dealer, is found to be defective, when generator set is properly installed, operated and maintained, according to Gillette's instructions. All transportation costs for parts returned to the factory, and new parts sent back to end user, are to be borne and paid by the end user. This warranty is not transferable and does not apply to malfunctions caused by damages, unreasonable use, misuse, unauthorized repair persons, or normal wear and tear. All warranty cost allowances must be within limits as shown in "Gillette Warranty Policies", procedures and flat rate manual.

### GILLETTE PRODUCT

### WARRANTY TIME PERIOD

<b>Portable and Standby Gen-Sets</b> .....(2) Years or 1000 hours (whichever occurs first), from date of manufacture. (Warranty is void in prime power applications)	<b>Standby:</b> First year covers parts and labor. Second year covers parts only. <b>Portables:</b> First year covers parts and labor. Second year covers rotor and stator only.
<b>BD Series</b> ..... <b>2 Bearing, 3600 RPM (BD Series):</b> One year covers parts only, no labor/travel.	
<b>Prime Power (Sole power source)</b> .....(1) Year or 1000 hours (whichever occurs first), from date of manufacture.	

### **THIS WARRANTY SHALL NOT APPLY TO (AND NOT LIMITED TO) THE FOLLOWING:**

- Normal engine wear, tune-ups, service parts, including batteries, fuses, and engine fluids.
- Generators in trailer mounted use.
- Original installation or start-up costs.
- Damage due to insect or rodent infestation.
- Gen-sets that are altered from original design.
- Radiators replaced rather than repaired.
- Failures beyond manufacturers control: Riots, wars, theft, fire, freezing, lightning, earthquake, windstorm, hail, flood, hurricane, and all other external causes and Acts of God.
- Any incidental, consequential, or indirect damages, caused by manufacturers defects, or any delay in repair or replacement of defect.
- Costs due to trouble shooting with jobsite repair person, where no defect is found.
- Costs for equipment (cranes, hoist, trucks) for removal or re-installation of gen-set.
- Adjustments to fuel systems or governor systems at time of start-up, or anytime thereafter.
- Excess mileage costs are not permitted. Authorized service provider is limited to 200 mile round trip.
- Diesel engine damage due to constant light loads (wet stacking).
- Travel expense on any portable generators.
- Any labor time that is deemed excessive, by factory.
- Overtime labor and overnight freight costs.
- Steel enclosures, and all other deterioration of parts, installed within 25 miles of saltwater contaminants.
- Failures due, but not limited to, normal wear, misuse, negligence, or faulty installations, such as in-adequate fuel lines or gas pressures.
- Travel or labor expenses and all other costs, incurred while investigating performance complaints, unless problem is caused by defective materials or workmanship by Gillette.
- Warranties of associated equipment, not of Gillette manufacture (auto transfer switches, engines, generators) are subject to the individual manufacturers assigned warranties.
- Failure to use and exercise gen-set for long periods of time.
- Parts installed from sources other than engine or generator manufacturer.
- Manufacturer is not responsible for loose connections caused by vibrations during shipment to jobsite. All connections must be checked during start-up.
- All shipments are F.O.B. factory, consigned to the transit carrier. All shipping damage repairs, are between carrier and receiver.
- Any associated costs for replacing components, found to be defective.
- Rental costs of equipment during any warranty procedures.
- Room and board expense due to overnight service conditions.

Any implied or statutory warranty, including any other warranty as to the merchant ability or fitness for a particular purpose or use, is expressly limited to the duration of this warranty. Some states do not allow limitations on how long an implied warranty may last, or the exclusion or limitation of incidental or consequential damages, so the above listing of limitations or exclusions, may not apply to you.

This is our written limited warranty and we make no other expressed warranty. No other identity is authorized to make any different or additional warranties on Gillette's behalf. This Gillette warranty gives you specific rights. You may have additional rights that may vary from state to state.

**GILLETTE GENERATORS, INC.**

2921 THORNE DRIVE • ELKHART, IN 46514

WARRANTY SERVICE PH: 800-777-9639

WARRANTY SERVICE FAX: 574-262-1840

WEBSITE: [www.gillettegenerators.com](http://www.gillettegenerators.com)

## HIPOWER Generating Sets Limited Warranty for Heavy Duty Industrial Stationary Generators

Himoinsa Power Systems, Inc ("HIPOWER") will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by HIPOWER, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the purchaser/owner claims to be defective must be examined by HIPOWER or your approved service provider. This will verify service has been performed on the unit throughout the warranty period. This warranty is limited to and available only on Liquid-cooled units. Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

**Warranty Coverage:** Warranty period starts on ship date. However, it may be adjusted to the date of commissioning of the generator set if completed within (6) months of the ship date from factory.

Product Line	Warranty
Heavy Duty Industrial Stationary Diesel	2 years or 2,000 hours (whichever occurs first) parts and labor
Heavy Duty Industrial Stationary Gas	2 years or 2,000 hours (whichever occurs first) parts and labor

**Guidelines:**

1. All warranty repairs, must be performed by HIPOWER or an authorized HIPOWER service providers only. Service work performed by unauthorized persons will void all warranties.
2. All warranty expense allowances are subject to the conditions defined in HIPOWER'S claim policy.
3. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
4. Block heater controls and circulating pumps are only covered during the first year of warranty
5. HIPOWER may choose to repair, replace, or refund a piece of equipment.
6. Warranty Labor Rates are based on normal working hours. Additional cost for overtime, emergency labor costs for repairs outside of normal business hours will be the responsibility of the customer.
7. Battery and batteries of any type or kind. The battery manufacturer's warranty applies to these only. Any warranty for such should be handled with the manufacturer according to their policies.
8. Excessive mileage charges. Any HIPOWER authorized distributor may provide warranty service anywhere but will only be paid travel from the nearest service center up to 240 miles round trip of the generator's permanent location at the IRS Standard Mileage Rate.
9. Verification of maintenance records may be required for warranty coverage.
10. Engines, Alternators and Controllers used in HIPOWER mobile generators carry a separate manufacturer's (OEM) warranty, unless otherwise expressly stated. All warranty claims for defects in material and /or workmanship on HIPOWER product components should be directed through HIPOWER SYSTEMS. (OEM) Warranties may vary and are subject to change. HIPOWER shall have no liability under OEM warranties.
11. Rates- Labor rate is \$85.00 per hour. Portal to Portal Drive Labor Time rate is \$30 per hour with a 4-hour maximum. Portal to Portal Mileage is based on IRS yearly rate for a maximum of 240 miles.
12. A valid warranty requires that: (1) HIPOWER's warranty certificate form must be completed, returned and on file at Himoinsa Power System, Inc. (2) Generator sets that are to remain out of service for a period longer than six months are subject to special preservation requirements.
13. Unit enclosure is only covered against rust and corrosion the first year of the warranty provision.
14. The owner is responsible for the performance of regular maintenance services as specified in the operator's manual applicable to the engine.

**The following will NOT be covered by this warranty:**

1. Cost of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze.
3. Failures caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lighting, earthquake, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer's control.
4. Products that are modified or altered in a manner not authorized by HIPOWER in writing.
5. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
6. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
7. Damage related to rodent and/or insect infestation.
8. Overnight freight costs for replacement part(s).
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Any special access fees required gaining access to HIPOWER equipment not limited to but including, lodging, training or safety policy, planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport or living quarters deemed abnormal.
11. Telephone, facsimile, cellular phone satellite, internet, or any other communication expenses.
12. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.)
13. The warranty does not cover sales tax or any incidental costs including, without limitation, shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, rental expenses and damages to property or equipment.
14. Any and all expenses incurred investigating performance complaints unless defective HIPOWER materials and/or workmanship were the direct cause of the problem.
15. Any failed components warranted by the OEM (i.e. engine, generator, starting batteries, etc.)
16. Normal maintenance and/or wear items (i.e. bearings, belts, bulbs, brakes, filters, fuses, fluids, hoses, tires, etc.)
17. Trailers and UL listed sub base fuel tanks will be covered under the original equipment manufacturer's warranty.
18. Housing Lights and light switches.
19. Cords, receptacles, and cord reels.
20. Any repair labor time that is determined to be excessive: e.g., such as two or more persons performing a one-person job.

HIPOWER shall not be liable for any claim greater in amount than the purchase price of the product, in respect of which such claim is made, and in no event shall HIPOWER be liable for any special, indirect or consequential damages.

\*Note: HIPOWER is a registered brand of Himoinsa Power Systems, Inc.

This warranty is in place of all other warranties, expressed or implied, specifically HIPOWER makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner. HIPOWER's only liability shall be the repair or replacement of part(s) as stated above. In no event shall HIPOWER be liable for any incidental or consequential damages, even if such damages are a direct result of HIPOWER's negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against HIPOWER based on negligence. This warranty gives you specific legal rights. You may also have other rights under applicable law.

## HIPOWER Generating Sets Limited Warranty for Mobile Generators

Himoinsa Power Systems, Inc ("HIPOWER") will, at its discretion, repair or replace any part(s) that, upon examination, inspection, and testing by HIPOWER, or branch thereof, is found to be defective under normal use and service, in accordance with the warranty period. Any repaired product shall be warranted for the remaining original warranty period only. Any equipment that the purchaser/owner claims to be defective must be examined by HIPOWER or your approved service center. This will verify service has been performed on the unit throughout the warranty period. This warranty is limited to and available only on Liquid-cooled units. Emissions warranty coverage, if applicable, is detailed in a separate emissions warranty statement.

**Warranty Coverage:** Warranty period starts on ship date. However, it may be adjusted to the date of commissioning of the generator set if completed within (6) months of the ship date from factory.

Product Line	Warranty
Diesel Tier 4 Final	2 years or 3,500 hours (whichever occurs first) parts and labor
Spark-Ignited Generators	2 years or 3,000 hours (whichever occurs first) parts and labor

**Guidelines:**

1. All warranty repairs, must be performed and/or addressed by HIPOWER or an approved service center.
2. All warranty expense allowances are subject to the conditions defined in HIPOWER'S claim policy.
3. All mobile gaseous generator well sites must be certified; a sample of the well site must be sent to, and pre-approved by HIPOWER prior to installation. Without pre-approval, warranty will be void.
4. Damage to any covered components or consequential damages caused by the use of a non-OEM part will not be covered by the warranty.
5. Block heater controls and circulating pumps are only covered during the first year of warranty
6. HIPOWER may choose to repair, replace, or refund a piece of equipment.
7. Warranty Labor Rates are based on normal working hours. Additional cost for overtime, emergency labor costs for repairs outside of normal business hours will be the responsibility of the customer.
8. Battery and batteries of any type or kind. The battery manufacturer's warranty applies to these only. Any warranty for such should be handled with the manufacturer according to their policies.
9. Excessive mileage charges. Any HIPOWER authorized distributor may provide warranty service anywhere but will only be paid travel from the nearest service center up to 240 miles round trip of the generator's permanent location at the IRS Standard Mileage Rate.
10. Verification of maintenance records may be required for warranty coverage.
11. Engines, Alternators and Controllers used in HIPOWER mobile generators carry a separate manufacturer's (OEM) warranty, unless otherwise expressly stated. All warranty claims for defects in material and /or workmanship on HIPOWER product components should be directed through HIPOWER SYSTEMS. (OEM) Warranties may vary and are subject to change. HIPOWER shall have no liability under OEM warranties.
12. Rates- Labor rate is \$85.00 per hour. Portal to Portal Drive Labor Time rate is \$30 per hour with a 4-hour maximum. Portal to Portal Mileage is based on IRS yearly rate for a maximum of 240 miles.
13. A valid warranty requires that: (1) HIPOWER's warranty certificate form must be completed, returned and on file at Himoinsa Power System, Inc. (2) Generator sets that are to remain out of service for a period longer than two months are subject to special preservation requirements.
14. Unit enclosure is only covered against rust and corrosion the first year of the warranty provision.
15. The owner is responsible for the performance of regular maintenance services as specified in the operator's manual applicable to the engine.

**The following will NOT be covered by this warranty:**

1. Cost of normal maintenance (i.e. tune-ups, associated part(s), adjustments, loose/leaking clamps, installation and start-up).
2. Any failure caused by contaminated fuels, oils, coolants/antifreeze or lack of proper fuels, oils or coolants/antifreeze.
3. Failures caused by any act of God or external cause such as, but not limited to, collision, fire, theft, freezing, vandalism, riot or wars, lighting, earthquake, hurricane, terrorist acts or nuclear holocaust, or any other matters which are reasonably beyond the manufacturer's control.
4. Products that are modified or altered in a manner not authorized by HIPOWER in writing.
5. Failures due, but not limited to, normal wear and tear, accident, misuse, abuse, negligence, or improper installation or sizing.
6. Any incidental, consequential or indirect damages caused by defects in materials or workmanship, or any delay in repair or replacement of the defective part(s).
7. Damage related to rodent and/or insect infestation.
8. Overnight freight costs for replacement part(s).
9. Failure due to misapplication, misrepresentation, or bi-fuel conversion.
10. Any special access fees required gaining access to HIPOWER equipment not limited to but including, lodging, training or safety policy, planes, ferries, railroad, buses, helicopters, snowmobiles, snow-cats, off-road vehicles or any other mode of transport or living quarters deemed abnormal.
11. Telephone, facsimile, cellular phone satellite, internet, or any other communication expenses.
12. Rental equipment used while warranty repairs are being performed (i.e. rental generators, cranes, etc.)
13. The warranty does not cover sales tax or any incidental costs including, without limitation, shipping or associated transportation charges, travel to and from repair sites, damages related to the loss of use, lost rentals, rental expenses and damages to property or equipment.
14. Any and all expenses incurred investigating performance complaints unless defective HIPOWER materials and/or workmanship were the direct cause of the problem.
15. Any failed components warranted by the OEM (i.e. engine, generator, starting batteries, etc.)
16. Normal maintenance and/or wear items (i.e. bearings, belts, bulbs, brakes, filters, fuses, fluids, hoses, tires, etc.)
17. Trailers and UL listed sub base fuel tanks will be covered under the original equipment manufacturer's warranty.
18. Housing Lights and light switches.
19. Cords, receptacles, and cord reels.
20. Any repair labor time that is determined to be excessive: e.g., such as two or more persons performing a one-person job.

HIPOWER shall not be liable for any claim greater in amount than the purchase price of the product, in respect of which such claim is made, and in no event shall HIPOWER be liable for any special, indirect or consequential damages.

\*Note: HIPOWER is a registered brand of Himoinsa Power Systems, Inc.

This warranty is in place of all other warranties, expressed or implied, specifically HIPOWER makes no other warranties as to the merchantability or fitness for a particular purpose. Any implied warranties which are allowed by law, shall be limited in duration to the terms of the express warranty provided herein. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to purchaser/owner. HIPOWER's only liability shall be the repair or replacement of part(s) as stated above. In no event shall HIPOWER be liable for any incidental or consequential damages, even if such damages are a direct result of HIPOWER's negligence. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. You agree to make no claims against HIPOWER based on negligence. This warranty gives you specific legal rights. You may also have other rights under applicable law.

HIPOWER SYSTEMS – 16002 W. 110<sup>TH</sup> STREET LENEXA, KS 66219 \* PH: (913) 495 – 5557 \* FAX: (913) 495 – 5575 \* [www.hipowersystems.com](http://www.hipowersystems.com)

# **IGSA CORP WARRANTY GUIDE FOR USA & CANADA**

## **STAND-BY LIMITED WARRANTY TWO (2) YEAR / 1000 HOUR BASIC**

This guide has been prepared to provide a convenient reference to IGSA CORP WARRANTY policies and procedures for the end user, for the limited warranty period indicated below. According to IGSA CORP warranty policies, each product will be free from defects in material and workmanship, and will perform under normal use and service from valid start up performed by IGSA CORP approved service personnel.

This limited warranty shall apply only when the product has been properly installed, serviced, and operated in accordance with the applicable IGSA CORP Instruction Manuals. According to this limited warranty policies, the liability of IGSA CORP shall be limited to the replacement, repair, or appropriate adjustment of the product, at IGSA CORP's option. Malfunctions occurring from normal wear and tear, or by damage, misuse, repair or service by unauthorized person(s); this limited warranty does not apply.

IGSA CORP shall not be liable for any claim greater in amount than the purchase price of the product at issue or any claim without IGSA CORP's approval, and in no event shall IGSA CORP be liable for any special, indirect, or consequential damages. State Laws regarding the rights of consumers may vary from state to state.

### LIMITED WARRANTY PERIOD

Parts and labor for twenty-four (24) months will begin with the commissioning of the product(s). In all cases, the warranty period will expire no later than twenty five (25) months from the date of shipment from IGSA CORP or after 1,000 operation hours, whichever occurs first.

Accessories (for description of accessories and items excluded from this limited warranty, review the listings below):  
Parts and labor for one (1) year from date of shipment.

### LIMITED WARRANTY CONDITION

The Start-up Checklist must be completed and returned to IGSA CORP within 45 days of the installation & startup date. The warranty period will start from the ship date of the genset if start-up checklist (which is located in the genset documents) is not received.

IGSA CORP limited warranty will not be valid or enforceable unless:

- (1) All maintenance records are kept on file with the end user and made available upon request from IGSA CORP, and
- (2) the installation meets all the guidelines, standards, recommendations (as laid out by product installation

### LIMITED WARRANTY CONDITION

The Start-up Checklist must be completed and returned to IGSA CORP within 45 days of the installation & startup date. The warranty period will start from the ship date of the genset if start-up checklist (which is located in the genset documents) is not received.

IGSA CORP limited warranty will not be valid or enforceable unless:

- (1) All maintenance records are kept on file with the end user and made available upon request from IGSA CORP, and
- (2) the installation meets all the guidelines, standards, recommendations (as laid out by product installation guide), all

## Residential Limited Warranty

### 185 Series Power Transfer Switches

This Warranty is given ONLY to purchasers who buy for commercial or industrial use in the ordinary course of each purchaser's business.

#### General

ASCO Power Technologies, LP products and systems are in our opinion the finest available. We take pride in our products and are pleased that you have chosen them. Under certain circumstances we offer with our products the following Limited Guardian Warranty Against Defects in Material and Workmanship.

Please read your Guardian Warranty carefully. This Warranty sets forth our responsibilities in the unlikely event of defect and tells you how to obtain performance under this Warranty.

#### ASCO Products Covered

ASCO Series 185 Automatic Transfer Switch "ATS"

#### Limited Warranty

ASCO warrants that the ATS will be free from defects in material and workmanship and will conform to ASCO's standard specifications for the ATS for a period of eighteen (18) months from product purchase, but in no case to exceed twenty-one (24) months from the date of shipment from ASCO (the "Warranty Period"). This Limited Warranty is extended to the owner of the first structure in which the ATS is installed ("Owner") in the fifty United States or Canada. This Limited Warranty does not extend to subsequent owners of the structure during the Warranty Period.

#### Warranty Compliance Conditions

The foregoing Limited Warranty is conditioned upon Owner's compliance with the following:

1. The ATS is installed in accordance with ASCO specifications and state and local codes and standards by an electrician licensed in the state of installation.
2. The ATS is maintained in accordance with ASCO instructions and used under normal conditions for the purposes intended by ASCO.

The ASCO installation and maintenance instructions MUST be followed in order for this Limited Warranty to have effect. Instructions are included with the ATS in the original packaging at the time of shipment. If not available, you may obtain these instructions from Owner's local distributor or directly from ASCO by downloading or printing them from the ASCO website, by sending an email request to [ascopowerwarranty@ascopower.com](mailto:ascopowerwarranty@ascopower.com), or by contacting ASCO at the address provided herein.

#### Exclusions

This Limited Warranty does not cover damage or defects resulting from or in any way attributable to:

1. Installation by any individual other than an electrician licensed to perform electrical work in the state in which the ATS is installed.
2. Improper storage or handling of the ATS.
3. Installation of the ATS that is not in conformance with the requirements or codes of the state in which the product is installed.
4. Abuse, abnormal use or misuse, negligence, or exposure to the elements, water, or other corrosive liquids or gases.
5. Any alterations of the original manufactured product so as to adversely affect reliability, without prior written authorization from ASCO.
6. Malfunctions resulting from, or repairs necessitated by, use of the ASCO ATS for purposes other than that for which it was designed, or use in an application outside of the published rated performance capabilities of the ATS.
7. Natural events such as hurricanes, tornadoes, earthquakes, fire, flood, or act of God.

No agent or representative of ASCO, nor any retailer or installer of the ATS, has any express or implied authority to make any representation promise, guarantee, or warranty not stated here.

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

## Miscellaneous

No salesperson, employee, or agent of ASCO is authorized to add to or vary the terms of this Warranty. Warranty terms may be modified, if at all, only in writing signed by an ASCO officer.

ASCO obligations under this Warranty are conditioned upon ASCO's timely receipt of full payment of the product purchase price and any other amounts due. ASCO reserves the right to supplement or change the terms of this Warranty in any subsequent warranty offering to User or others.

In the event that any provision of this Warranty should be or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions shall continue in full force and effect.

This Warranty shall be governed by, and construed under, the laws of the State of New Jersey, without reference to the conflict of laws principles thereof.

This Warranty represents the entire agreement between ASCO and User with respect to the subject matter herein and supersedes all prior or contemporaneous oral or written communications, representations, understandings, or agreements relating to this subject.

## Power Generation Equipment - Sales, Rental, Service, And Parts Under One Roof In Houston, TX

We are a leading rental, industrial sales and service company in the Houston, Texas, area. We can supply all your equipment needs related to the following:

- Diesel, natural gas, bi-fuel and dual fuel generators for any contingency.
- Reliable and well maintained engines and generators.
- New, used and reconditioned engine parts and accessories to save you time and money.
- Tools to help you get the job done.
- Extensive, well-stocked inventory of brand-named high quality equipment.
- Financing and competitive pricing for those on a tight budget but prefer to own equipment as an asset for the company.

### Sales, Service Or Rentals

Within our used inventory, we ensure that the equipment is inspected and tested before purchase. Our devoted technicians are experienced with rebuilding engines to meet the highest standards. We assure that our equipment are maintained in top condition. We provided the maximum quality and fully functional used units to satisfy our customers. We offer used inventory that consists of many name brand units such as Caterpillar, Cummins, and HIPOWER.

Worldwide Power Products is a leading resource for new, surplus, used and remanufactured engines and generator sets. Our extensive, searchable database includes diesel, natural gas and bi-fuel engines from major manufacturers including Caterpillar and Cummins, and we are an authorized HiPower distributor. Whether you seek to buy or rent power-generation equipment, or require expert maintenance, service, parts replacement or custom packages, WPP stands ready to help you Power On.



## WORLDWIDE POWER PRODUCTS, LLC

### WEBSITE LINKS

Worldwide Power Products: <https://www.wpowerproducts.com/>

Worldwide Power Products/ Sales / Generators: <https://www.wpowerproducts.com/sales/generators/>

Worldwide Power Products/ Sales / Diesel: <https://www.wpowerproducts.com/sales/diesel/>

Worldwide Power Products/ Sales / Natural-Gas: <https://www.wpowerproducts.com/sales/natural-gas/>

Worldwide Power Products/ HiPower: <https://www.wpowerproducts.com/hipower/>

Worldwide Power Products/ About-Us: <https://www.wpowerproducts.com/about-us/>

Worldwide Power Products/ About-Us / Management Team: <https://www.wpowerproducts.com/about-us/management-team/>



# Worldwide Power Products



Power On

## ■ ABOUT WPP

Recently recognized by Forbes Magazine as one of America's 100 Most Promising Companies, and one of the Inc 500's fastest growing companies, Worldwide Power Products specializes in power generation equipment including new, used, and rebuilt engines and generator sets.

As an independent company based in Houston, Texas, we buy, sell, rent and service new and used generator sets and engines worldwide.

For more information and a complete list of inventory, visit [www.wpowerproducts.com](http://www.wpowerproducts.com).

# WORLDWIDE POWER PRODUCTS

HEADQUARTERS: 5711 BRITTMOORE RD. HOUSTON, TX 77041



- Founded 2008 in Houston, Texas.
- 48 Employees



# OUR PRODUCTS & SERVICES

- Generator Sales – Diesel and Natural Gas
- Generator & Load Bank Rentals
- Field Service & Preventative Maintenance
- Parts
- Engineering Services



# BUSINESS IN OVER 30 COUNTRIES



# INVENTORY IN 7 COUNTRIES WORLDWIDE



# AUTHORIZED DISTRIBUTOR FOR HIPOWER

Worldwide Power Products is partnered with HIPOWER SYSTEMS as the authorized distributor for all HIPOWER Generator Sets and Equipment in Texas

- Stationary Diesel Standby Generator Sets: 8KW – 2000KW
- Portable Diesel Generator Sets: 20KW – 650KW
  - Include John Deere, Iveco, Yanmar, and MTU Engine Options
  - Include both Newage/Stamford and Mecaltte Generator End Options
- Portable Natural Gas Generator Sets: 20KW – 400KW
  - Standby options utilize a GM engine
  - Prime power options utilize the PSI/Doosan Engine
- Power Distribution
  - Spider Boxes, I-Line Panels, Transformers, etc

[www.hipowersystems.com](http://www.hipowersystems.com)

# ■ GENERATOR SET & ENGINE SALES - PRODUCTS

## Engines & Generator Sets

- Diesel
- Natural Gas
- Dual Fuel / Bi-Fuel
- Custom packages

## Parts & Accessories

- Transfer Switches
- Radiators
- Enclosures
- Load Banks
- Trailers





# ■ GENERATOR SET & ENGINE SALES - MARKETS WE SERVE:

- OIL & GAS
- ELECTRIC POWER GENERATION
- INDUSTRIAL
- MARINE



# ■ GENERATOR SET & ENGINE SALES

## – OIL & GAS

### ✓ WHERE WE FIT

- Wellhead gas applications
- Rig / Vessel Upgrades in Port
- ABS Generator End Replacements
- D399 ABS Rebuilds and Major Components
- Conversions & Custom Solutions
- Engine Down Scenarios
- General Requirements
- Purchasing Equipment
- Worldwide Inventory



# ■ GENERATOR SET & ENGINE SALES

## – ELECTRIC POWER

- Data Centers
- Hospitals
- Government
- Construction
- Municipalities
- Commercial



# ■ GENERATOR SET & ENGINE SALES – ELECTRIC POWER

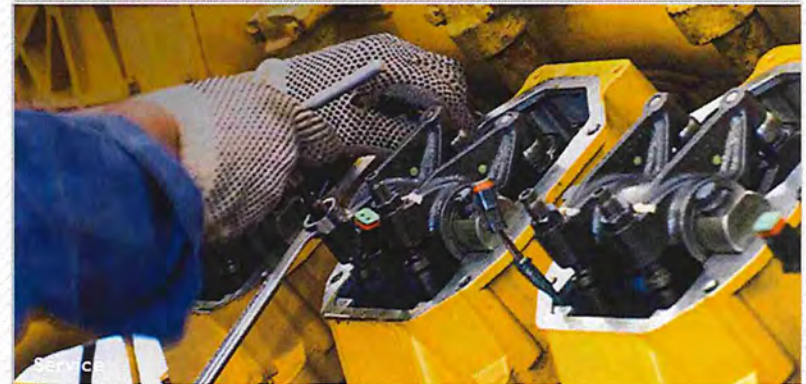
## ✓ WHERE WE FIT

- Turn Key Installations
- Demand Response
- Quality USED Equipment
- Emission Compliant Solutions
- Fast Track Projects
- Large Portable Equipment Inventory
- Purchase your Old Equipment



# ■ FIELD SERVICE & PREVENTATIVE MAINTENANCE

- Engine & Generator Service, Repair, Rebuilds & Overhauls
- Annual, Semi-annual & Quarterly checks
- Asset Assessment
- Cooling System Service
- Fuel Maintenance Services
  - Fuel sampling
  - Fuel filtering
- Load Testing Services
- **24 hour On-call certified technicians**



# ACTIVE MUNICIPAL SERVICE CONTRACTS 445

- Customer A – 130 Contracts
- Customer B – 83 Contracts
- Customer C - 43 Contracts
- Customer D– 50 Contracts
- Customer E – 10 Contracts
- Customer F – 19 Contracts
- Customer G – 10 Contracts
- Customer H – 9 Contracts
- Customer I – 11 Contracts
- Customer J – 5 contracts
- Customer K– 4 contracts
- Customer L – 19 contracts
- Customer M– 15 contracts
- Customer N– 10 contracts
- Customer O– 15 contracts
- Customer P – 12 contracts

\* Names of customers available upon request



# TURN-KEY INSTALLATIONS WITH HIPOWER EQUIPMENT

- Harris County MUD 110

- WPP installed a HIPOWER HMW615-615KW Generator Set with a GFS Natural Gas Bi-Fuel Kit at the districts Wastewater Plant.
- WPP installed a HIPOWER HFW300-300KW Generator Set at their Water Plant with another GFS Bi-Fuel System.
- WPP Provided 8 quick connect tap boxes and 2 portable generator sets to back up the 8 different lift stations. This allowed the client to have a back up power solution for all of their lift stations without a dedicated generator for each station.
- WPP did the complete installation of each generator set, commissioning, testing, training, and now do all of the preventative maintenance for the district on these generator sets.
- Operated by Environmental Development Partners (EDP)



# ■ GENERATOR RENTALS

- Major brands including HIPOWER ,Caterpillar, and Multiquip
- Generators ranging in size from 20kW - 2000kW
- Short and Long-term Rentals
- Hurricane Contingency Programs
- Emergency, Standby and Prime power
- Cable, Load banks, Transformers
- Logistics
- Fuel Management & Fuel Filtering
- 24 Hour On-call Certified Technicians





# ■ GENERATOR RENTALS

- Large Dedicated Rental Fleet over 180 units in stock
  - Low hour, reliable and dependable units
  - Load tested and ready to provide power
- Experienced and professional technicians
- Customer centric service – We are here to help!
- Over 60MW's in power available
- Over 20MW in portable power
- Light towers
- Fuel Tanks
- Load banks



# ■ GENERATOR RENTALS

## • WHY RENT FROM WORLDWIDE POWER PRODUCTS?

- ✓ Lack of Capital / Improved asset management / productivity
- ✓ Improved equipment utilization
- ✓ Access to newer, more productive equipment
- ✓ Emergency Needs
- ✓ Predictable equipment costs and uptime
- ✓ Better control / project costs
- ✓ Primary / Secondary equipment need - Concentrate on CORE business
- ✓ Fill peak demand and emergency needs
- ✓ Outsourcing “Efficiencies”
- ✓ Shift Financial “Risk”



# TURN-KEY INSTALLATIONS WITH HIPOWER EQUIPMENT

- Memorial Villages Water Authority

- WPP installed a HIPOWER HRMW580-509KW Generator Set with a custom fuel delivery system, and a new CAT C18-600KW at both the Water and Wastewater Plants on a lease to own contract
- WPP also provided a Rental Generator Set as a back-up solution until each unit was successfully installed,



- West Memorial Water District

- WPP installed a HIPOWER HRM1205 – 1200KW Generator
- GE Zenith Service Entrance Rated ATS
- 5 year Lease to own contract



# TURN-KEY INSTALLATIONS WITH HIPOWER EQUIPMENT

- Memorial Herman
  - WPP installed a HIPOWER HMW510-510KW Generator Set at the Memorial Herman Hospital complete with a 2,000 Gallon fuel tank
  - WPP's service technicians operate a required weekly start up exercise and annual maintenance scoped for a healthcare facility from a certified team
- Quadvest
  - WPP has a contract to complete an installation of a HIPOWER HJW105-105KW Generator Set complete with a John Deere Diesel Engine



# ■ ENGINEERING & PROCUREMENT SERVICES

- Engineering Services in House
- On-Site Evaluations
- Master Procurement Agreements
- Load Analysis & Sizing
- On-site training
- Fabrication and packaging for all industries



**YOU NEED IT?**  
**WE HAVE IT.**

David Vennie  
VP of Sales & Engineering  
[dvennie@wpowerproducts.com](mailto:dvennie@wpowerproducts.com)



**THANK YOU!**

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