

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**  
**For**  
**CUSTODIAL EQUIPMENT, SUPPLIES AND EQUIPMENT**  
**#2082715**

## General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract.

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

### Definitions

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

**PREMIUM HOURS** are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

**REGULAR HOURS** are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

## Terms and Conditions

### Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

### Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

### Customer Support

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

### Contracts

**All contracts and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Contracts for purchase** will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

### Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of contracts**

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

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

### **Renewal of Contracts**

The CUSTODIAL EQUIPMENT, SUPPLIES AND EQUIPMENT contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

### **Shipments**

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

## Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

## Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

## Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

## Indemnity

- 1. Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon

common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

**Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

**State of Texas Franchise Tax**

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

**Miscellaneous**

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

**Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

**Cancellation for non-performance or contract deficiency**

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

### **TIPS Member Purchasing Procedures**

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 2082715". Purchase Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

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

### **Form of Contract**

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded

vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

### **Novation**

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

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

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

### **Smoking**

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

### **Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS

Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

### **Supplemental agreements**

The entity participating in the TIPS contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

### **Legal obligations**

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

### **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the



inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

### **Project Delivery Order Procedures**

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

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

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either

party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

## Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Contracts:** All vendor purchase orders must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
  - **Daily Order Confirmation:** All contract purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

( ) We take no exceptions/deviations to the general and/or special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

( ) We take the following exceptions/deviations to the general and/or special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

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# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, Coordinator of Office Operations	Contact
Phone	+1 (903) 243-4759	Department		Department
Fax	+1 (866) 749-6674	Building		Building
Bid Number	2082715	Floor/Room		Floor/Room
Title	Custodial Equipment Supplies and Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	06/01/2015	Email	bids@tips-usa.com	Email
Close Date	7/10/2015 3:00:00 PM CT			
Need by Date				

## Supplier Information

Company Datek, Inc.  
 Address PO box 15658  
 Little Rock, AR 72231  
 Contact Scott Allmendinger  
 Department  
 Building  
 Floor/Room  
 Telephone 1 (501) 9450907  
 Fax 1 (501) 9457472  
 Email  
 Submitted 6/22/2015 4:27:46 PM CT  
 Total \$0.00

Signature Scott Allmendinger

Email scott@datekcorp.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	North Little Rock
5	Company Residence (State)	Vendor's principal place of business is in the state of?	Arkansas
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	1
15	Years Experience	Company years experience in this category?	39
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	AR

18	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.)	Datek is the leader in cleaning equipment repair and rental in the state of Arkansas. We have 7 certified, uniformed technicians trained specifically to repair your cleaning equipment on site.
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	Scott Allmendinger
21	Primary Contact Title	Primary Contact Title	VP Operations
22	Primary Contact Email	Primary Contact Email	scott@datekcorp.com
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5019450907
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5019457472
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
26	Secondary Contact Name	Secondary Contact Name	Andrea Berry
27	Secondary Contact Title	Secondary Contact Title	Service Coordinator
28	Secondary Contact Email	Secondary Contact Email	service@datekcorp.com
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5019450907
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
32	2% Contact Name	2% Contact Name	Jan Allmendinger
33	2% Contact Email	2% Contact Email	jan@datekcorp.com
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5019450907
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	Scott Allmendinger
37	Purchase Order Contact Email	Purchase Order Contact Email	scott@datekcorp.com
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5019450907
39	Company Website	Company Website (Format - www.company.com)	www.datekcorp.com
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	710485570
41	Primary Address	Primary Address	4007 Richards Rd.
42	Primary Address City	Primary Address City	North Little Rock
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
44	Primary Address Zip	Primary Address Zip	72117

- 45 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.) cleaning equipment repair, floor equipment repair, tennant repair, advance repair, scrubber repair, buffer repair, floor machine, floor equipment rental
- 46 Yes - No Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.) Yes
- 47 Prices are guaranteed for? (\_\_\_Month(s), \_\_\_ Year(s), or Term of Contract) (Standard term is "Term of Contract") term of contract



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Line Items

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Response Total: \$0.00

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**Provisions for purchase with federal funds for contracts exceeding \$100,000**  
**These forms are for non-construction contracts**

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES            NO



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Signature of Authorized Company Official

Date

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Printed Name of Authorized Company Official

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Company Name

***Attach to this page a current W-9 form***

***Please complete the forms below***

**Legal Compliance**

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Non-Collusive Bidding Certificate**

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES \_\_\_\_\_ Initial of Authorized Company Official

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**SUSPENSION OR DEBARMENT CERTIFICATE**

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES \_\_\_\_\_ Initial of Authorized Company Official

***Certification Regarding Lobbying***

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

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

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

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

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

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

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Name of Organization

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Address of Organization

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Name / Title of Submitting Official



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Signature of Submitting Official

---

Signature Date

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)**

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.**

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state or federal agency.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.**

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Provisions for purchase with federal funds for contracts exceeding \$100,000**

**Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.**

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

**Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).**

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES \_\_\_\_\_ Initial of Authorized Company Official

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## SUSPENSION OR DEBARMENT CERTIFICATE

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Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO \_\_\_\_ Initial of Authorized Company Official

YES \_\_\_\_ Initial of Authorized Company Official

Company Official: \_\_\_\_\_

Company: \_\_\_\_\_



## CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: Datek, Inc.

Mailing Address: P.O. Box 15658

City: Little Rock


State: AR

Zip: 72231

Telephone Number: (501) 945-0907

Fax Number: (501) 945-7472

Email Address: scott@datekcorp.com

Authorized Signature: 

Printed Name: Scott Allmendinger

Position: VP Operations

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

 8-27-15  
TIPS Authorized Signature Date

 8-27-15  
Approved by Region VIII ESC Date

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

Organization	City	State	Contact Name	Contact Phone
Conway Public Schools	Conway	AR	Bruce Harrell	501-450-4891
University of Central Arkansas	Conway	AR	Kevin Carter	501-269-1823
Little Rock School District	Little Rock	AR	Arthur Locke	501-539-1961
Cabot Public Schools	Cabot	AR	Bill Holden	501-941-8351
Bryant Public Schools	Bryant	AR	Bob Padgett	501-804-1562
Rogers Public Schools	Rogers	AR	Jim White	479-636-5421
Arkansas State University	Jonesboro	AR	Mia Sheppard-Taylor	870-680-4788



# United States and Canada Commercial Limited Warranty

<u>Model</u>	<u>Rotationally-Molded Components</u>	<u>Parts</u>	<u>Battery</u>	<u>Labor</u>	<u>Travel</u>	<u>Hourmeter</u>
All non-rider machines except those listed below	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months (No travel on cord-electric, 3540, or V-WD-16B)	2500
T7, R14	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months	1500
B5, B7, B10, T3 Orbital, T300, T300e	10 Years	36 Months	12 Months pro-rated	24 Months	6 Months	2000
6100	10 Years	24 Months	12 Months pro-rated	6 Months	6 Months	1000
3610	1 Year	12 Months	12 Months pro-rated	12 Months	3 Months	N/A
S3, S3B, S5, S9	2 Years	24 Months	12 Months pro-rated	12 Months	3 Months	N/A
V3, V6, F-14, EH1, EC2, EH2, EH5, Q12, V-BP-6 (1215364), V-BP-10 (1215366)	2 Years	24 Months	N/A	12 Months	3 Months	N/A
T1 Battery Micro Scrubber	10 Years	36 Months	AGM 6 Months pro-rated <sup>2</sup> Lithium Ion 24 Months	36 Months	3 Months	2500
EX-SPOT-2, V-HDU-14, V-WA-30 <sup>1</sup> (material 1068029)	10 Years	12 Months	N/A	12 Months	None	N/A
V-BP-6 <sup>1</sup> , V-BP-10 <sup>1</sup> , V-LWU-13 <sup>1</sup> V-SMU-14 <sup>1</sup> , V-DMU-14 <sup>1</sup>	N/A	12 Months	N/A	12 Months	None	N/A

<sup>1</sup> Two (2) year limited warranty on electric motors    <sup>2</sup> Maximum 1 replacement under Warranty

## NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Tennant written manuals or other instructions.

This warranty does not apply to damage or failure caused by accident, freight damage, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

The warranty period begins on the installation date at the end-user site. A Machine Installation/Warranty Report form included with the Operator Manual must be completed and returned immediately at the time of purchase. If proof of purchase is unavailable, the warranty begins ninety (90) days after original sale to an Authorized Tennant dealer.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

## LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

## PARTS WARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. The parts warranty on batteries is pro-rated from the Tennant Company shipping date. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. These consumable parts include, but are not limited to: belts, drive chains, brushes, pad drivers, filters, squeegees, tires [pro-rated for one (1) year on rider machines], skirts, hand grips, battery cables, power cords, cord restraints, external hoses, vacuum bags, fuses and carbon brushes. Battery chargers and accessories are warranted for one (1) year.

## REPAIR PARTS WARRANTY

After the warranty period expires, repair parts supplied by Tennant are warranted against defects for the period of ninety (90) days, with the exception of batteries. Lithium-Ion and Lead acid batteries are pro-rated for twelve (12) months. All AGM and Gel batteries are pro-rated for ninety (90) days. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

## SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative are warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant, and is restricted to the specific repair operation or component for which a claim is made.

## DISCLAIMER

TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TENNANT SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.

*Tennant Company reserves the right to change its warranty policy without notice.*

# United States and Canada Commercial Limited Warranty



<u>Model</u>	<u>Rotationally-Molded Components</u>	<u>Parts</u>	<u>Battery</u>	<u>Labor</u>	<u>Travel</u>	<u>Hourmeter</u>
All non-rider machines except those listed below	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months (No travel on cord-electric, battery Typhoon, or V-WD-16B)	2500
Speed Scrub Rider, Strive Rider	10 Years	36 Months	12 Months pro-rated	36 Months	3 Months	1500
SpeedGleam 5, 7, and Rider, Speed Scrub Orbital, SS300	10 Years	36 Months	12 Months pro-rated	24 Months	6 months	2000
Scout™ 24	1 Year	12 Months	12 Months pro-rated	12 Months	3 Months	N/A
Scout 3, Scout 3B, Scout 5, Scout 9	2 Years	24 Months	12 Months pro-rated	12 Months	3 Months	N/A
Tidy Vac 3, Tidy Vac 6, Speed SQ-14, Explorer (H1,C2,H2,H5), QuickClean 12, Aspen 6 (1215365), Aspen 10 (1215367)	2 Years	24 Months	N/A	12 Months	3 Months	N/A
Speed Scrub 15" Battery Scrubber	10 Years	36 Months	AGM 6 Months pro-rated <sup>2</sup>	36 Months	3 Months	2500
			Lithium Ion 24 Months			
EX-SPOT-2, V-HDU-14, V-WA-30 <sup>1</sup> (material 1068029)	10 Years	12 Months	N/A	12 Months	None	N/A
Blower, V-BP-6 <sup>1</sup> , V-BP-10 <sup>1</sup> , V-LWU-13 <sup>1</sup> , V-SMU-14 <sup>1</sup> , V-DMU-14 <sup>1</sup>	N/A	12 Months	N/A	12 Months	None	N/A

<sup>1</sup> Two (2) year limited warranty on electric motors    <sup>2</sup> Maximum 1 replacement under Warranty

## NEW MACHINE WARRANTY

Tennant Company warrants to the original purchaser, for the above-stated periods (whichever occurs first), that machines will be free from defects in workmanship and material, provided that machines are installed, operated, and maintained in accordance with Nobles written manuals or other instructions.

This warranty does not apply to damage or failure caused by accident, freight damage, misuse, negligence, abuse, improper repair, or maintenance of the machines. Please refer to the Operator Manual for proper machine operation and maintenance instructions.

The warranty period begins on the installation date at the end-user site. A Machine Installation/Warranty Report form included with the Operator Manual must be completed and returned immediately at the time of purchase. If proof of purchase is unavailable, the warranty begins ninety (90) days after original sale to an Authorized Nobles dealer.

Demonstrator machines purchased from Tennant carry the same warranty as a new machine.

## LABOR AND TRAVEL WARRANTY

Tennant will, at its option, provide labor and travel or pay for outside repair for the above-stated periods.

## PARTS WARRANTY

Parts replaced or repaired under this warranty are guaranteed for the remainder of the warranty period. The parts warranty on batteries is pro-rated from the Tennant Company shipping date. Consumable parts, expected to wear from normal use, are not covered under the parts warranty. These consumable parts include, but are not limited to: belts, drive chains, brushes, pad drivers, filters, squeegees, tires [pro-rated for one (1) year on rider machines], skirts, hand grips, battery cables, power cords, cord restraints, external hoses, vacuum bags, fuses and carbon brushes. Battery chargers and accessories are warranted for one (1) year.

## REPAIR PARTS WARRANTY

After the warranty period expires, repair parts supplied by Tennant are warranted against defects for the period of ninety (90) days, with the exception of batteries. Lithium-Ion and Lead acid batteries are pro-rated for twelve (12) months. All AGM and Gel batteries are pro-rated for ninety (90) days. The repair parts warranty only covers parts, not labor or travel (see service labor section for terms).

## SERVICE LABOR WARRANTY

Labor and travel performed by a Tennant service representative is warranted for thirty (30) days from the date the repairs are completed. This policy does not cover work performed by any service company other than Tennant, and is restricted to the specific repair operation or component for which a claim is made.

## DISCLAIMER

**TENNANT COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NOBLES SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, BUYER'S LOSS OF MATERIAL OR PROFITS, INCREASED EXPENSE OF OPERATION, BODILY INJURY, LOSS OF USE OF PROPERTY OR DOWNTIME.**

*Tennant Company reserves the right to change its warranty policy without notice.*



# ADVANCE COMMERCIAL U.S. AND CANADA LIMITED WARRANTY

Niifisk-Advance, Inc. warrants to the original end user, each new machine, new accessories and genuine replacement parts against defects in material and workmanship under normal use and service. Our obligation under this warranty is limited to repair or replacement of the defective item at our factory or by an Authorized Service Center. Warranty coverage shall begin on the date of purchase by the original end user (as evidenced by your invoice from the factory or Authorized Dealer) or six (6) months from the date the machine was shipped from the factory, whichever is earlier. The start date of the warranty coverage on rider equipment is the date of purchase by the original end user, or one year from the date the machine was shipped from the factory, whichever is earlier. The warranty registration card must be completed and returned within 30 days of purchase. The warranty coverage period is specified below.

GROUP	Parts <sup>1,2</sup>	Labor <sup>2</sup>	Travel <sup>2</sup>
All Battery Riders (Except Terra 4300B)	3 years	2 years	180 days
Terra 4300B	2 years	6 months	180 days
All Battery Walk-Behinds	3 years	2 years	180 days
Cord Automatic Scrubbers	3 years	2 years	180 days
Stand-On Scrubbers	3 years	2 years	180 days
Floor Machines	3 years	2 years	180 days
Cord Burnishers	3 years	2 years	90 days
Cord Carpet Extractors	3 years	2 years	90 days
Large-Area Vacuums	3 years	2 years	90 days
Canister Vacuums (Including Backpack Vacuums) <sup>7</sup>	3 years	2 years	90 days
Wet/Dry Vacuums & All-Purpose	3 years	2 years	90 days
Enclosed Bag Vacuums (single & dual motor) <sup>7</sup>	1 year	1 year	
Propane Burnishers	2 year	2 year	
Single-Motor (exposed bag) Vacuums <sup>3</sup>	1 year	1 year	
Carpet Dryers	3 years	2 years	90 days
Accessories/Replacement Parts <sup>3</sup>	90 days		
<b>EXCEPTIONS</b>			
Roto-mold Components	8 years	See Note 4	See Note 4
Vacuum Motors and Rectifiers	1 year	1 year	
Batteries	As offered by manufacturer.		
Internal Combustion Engines	As offered by manufacturer.		
External Battery Chargers	As offered by manufacturer.		
<b>NOTES:</b>			
1-Parts repaired or replaced are guaranteed for the remainder of the original machine warranty period.			
2-Coverage only applicable to products sold and used in the United States and Canada.			
3-Applies to replacement parts only after machine warranty coverage has expired.			
4-Follows warranty offered on original machine.			
5-Except on belts & motors which are 2 yr parts & labor.			
6-Except for engine repair which is through engine OEM.			
7-Backplates are warranted for the life of the machine.			
8-Green fan is warranted for the life of the machine against breakage.			

This warranty shall not apply to repairs resulting from accidents or misuse, damage in transit, overloading the capacity of the machine, failure due to lack of proper maintenance or care as described in the operating and maintenance instructions. Minor adjustments, such as tightening of screws or bolts not connected with the replacement of parts, are not covered. Replacement of expendable wear items such as scrub brushes, pad holders, carbon motor brushes, bulbs, bags, filters and various rubber/plastic parts are also not covered. Repairs or alterations by an organization other than the factory or an Authorized Service Center are not covered and will void any Niifisk-Advance, Inc. warranty as to the parts or systems repaired or altered by a non-authorized organization.

**THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION OF THE LIMITED WARRANTIES STATED WITHIN. NO OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE EXCEPT AS EXPRESSLY STATED HEREIN. ANY STATUTORY IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT ARE IMPOSED BY LAW DESPITE THE EXPRESS LIMITATION OR WARRANTIES ABOVE, ARE EXPRESSLY LIMITED TO THE DURATION OF THE WRITTEN WARRANTY. BUYER UNDERSTANDS, ACKNOWLEDGES AND AGREES THAT THE REMEDIES PROVIDED UNDER THIS LIMITED WARRANTY ARE THE SOLE AND EXCLUSIVE REMEDIES AVAILABLE TO THE BUYER. NILFISK-ADVANCE, INC. WILL NOT BE LIABLE FOR ANY OTHER OR ADDITIONAL DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE FURNISHING, PERFORMANCE, USE OF OR INABILITY TO USE THE MACHINE. ANY EXTENSIONS OF OR MODIFICATIONS MADE TO THIS WARRANTY BY A DEALER/DISTRIBUTOR OF NILFISK-ADVANCE, INC. ARE THE SOLE RESPONSIBILITY OF THE DEALER/DISTRIBUTOR.**

All transportation or shipping charges resulting from the return of machines, parts, or accessories shall be the responsibility of the end-user. When returning, please provide an explanation of the problem and include the serial number of the machine as well as the name of the selling organization. The Technical Service department of the authorized Dealer Service Center or the factory will investigate and then contact you.

Transportation of hazardous waste or contaminated equipment is subject to various laws and regulations. In returning machines, parts, or accessories under this limited warranty, the end user must certify in writing that the machines, parts or accessories being returned have not been used for handling, clean up, or disposal of hazardous waste or hazardous materials including but not limited to such things as asbestos, anthrax etc. or if the machines, parts or accessories being returned have been used for handling, clean up, or disposal of hazardous waste or hazardous materials, then the end user must have the machines, parts or accessories decontaminated by licensed and qualified decontamination professionals and provide written certification of this decontamination signed by the decontamination professionals. These machines, parts or accessories are to be returned only to the local Niifisk-Advance, Inc. Authorized Service Center for Warranty service along with decontamination certification.

NILFISK-ADVANCE, INC. Reserves the right to change its warranty policy without notice.



14600 21<sup>st</sup> Avenue North  
 Plymouth, MN 55447-3408  
 www.advance-us.com  
 uswarranty@niifisk-advance.com  
 Phone: 800-989-2235  
 Fax: 800-340-6035

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 Form L1261A 12-14

## NSS warranty

Product	Parts	Labor	Travel	Hour Meter	Exceptions
BP Ranger, Model M-1 "Pig", Thoroughbred, Charger 1500, Charger 2500	7 Years	1 Year	6 Mos.	-	Thoroughbred with weights (1- year parts)
Champ, Wrangler, Charger battery burnishers	3 Years	1 Year	6 Mos.	2500 Hrs.	Hour meter limit does not apply to W2016, W1710/2010 and W1503.
Maverick, Mustang, Galaxy, Colt, Outlaw, Pacer 30, Pony, Stallion, Aero	3 Years	1 Year	-	-	
Pacer 12/15 UE	2 Years	1 Year	-	-	Pacer 12/15 includes belt
Manta, Sidewinder, Alpha, Bronco, Predator, Surge, AquaForce, Whisker	1 Year	1 Year	-	-	
Polyethylene Roto-Molded Tanks & Components	10 Years	1 Year	6 Mos.	-	
NSS Manufactured Cast Aluminum Tools	10 Years	1 Year	-	-	Does not include shoes
Tools/Accessories	1 Year	-	-	-	
SPE/DeltaQ on-board battery chargers	2 Years	1 Year	6 Mos.	-	
Dual Pro on-board battery chargers	3 Years	1 Year	6 Mos.	-	
Batteries	1 Year, prorated	1 Year	1 Year	-	Prorated 1 year from warranty start date
Service Parts for out-of-warranty machines	90 days	-	-	-	