

TIPS VENDOR AGREEMENT

Between PHILLIPS & SONS REFRIGERATION, INC. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

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

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

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

Definitions

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

Terms and Conditions

Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

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

Agreements

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of Agreements

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

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Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

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

Shipments

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

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

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

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. 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 participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

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

Licenses

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

Novation

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

Site Requirements (Only when applicable to service or job)

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Survival Clause

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

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

so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

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

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

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

Special Terms and Conditions

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

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st 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.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

Company Name PHILLIPS & SON REFRIGERATION

Address 1102 BOWIE STREET

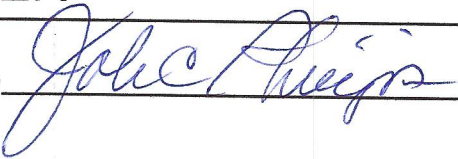
City TEXARKANA State TX Zip 75501

Phone 903-794-8021 Fax 903-792-3473

Email of Authorized Representative john@phillipsref.com

Name of Authorized Representative JOHN C. PHILLIPS

Title PRESIDENT/OWNER

Signature of Authorized Representative 

Date 05/17/2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date June 22, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Phillips and Sons Refrigeration, Inc.
 Address 1102 Bowie Street
 Texarkana, TX 75501

Contact
 Department
 Building
 Floor/Room
 Telephone (903) 794-8021
 Fax (903) 792-3473
 Email
 Submitted 5/17/2017 01:19:31 PM (CT)
 Total \$0.00

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

Signature JOHN C. PHILLIPS

Email john@phillipsref.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	TX, AR ,OK ,LA
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.)	Phillips & sons Refrigeration is a full service commercial kitchen distributor. We sale and service over 120 brands of commercial kitchen equipment. Our company has been in business since 1943, serving TX, AR, OK, and LA areas. We offer sales, service, installation and design of commercial kitchen for schools restaurants, hospitals, and more. We have a 3200 sq ft showroom that showcases everything from smallwares to commercial appliances. We also have a fully stocks parts department with access to specialty and maintenance parts for equipment and service. Our factory trained service technicians are on call for service 24/7. Whether you are looking for equipment or needing existing equipment we seek the opportunity to provide and serve your with all of your food service and refrigeration needs.
6	Primary Contact Name	Primary Contact Name	John C. Phillips
7	Primary Contact Title	Primary Contact Title	President/Owner
8	Primary Contact Email	Primary Contact Email	john@phillipsref.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037948021
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037923473

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037485646
12	Secondary Contact Name	Secondary Contact Name	Charlie Yeager
13	Secondary Contact Title	Secondary Contact Title	Smallwares Consultant
14	Secondary Contact Email	Secondary Contact Email	charlie@phillipsref.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037948021
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037923473
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9035217610
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Judy Fowler
19	Admin Fee Contact Email	Admin Fee Contact Email	judy@phillipsref.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037948021
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Judy Fowler
22	Purchase Order Contact Email	Purchase Order Contact Email	Judy@phillipsref.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9037948021
24	Company Website	Company Website (Format - www.company.com)	http://www.phillipsref.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-1304325
26	Primary Address	Primary Address	1102 Bowie street
27	Primary Address City	Primary Address City	Texarkana
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75501
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Refrigeration, two door, cooler, freezer, walk-in reach-in, ovens , fryers, steamers , proofers, vent hood, sales service, steam table, ice machines, Scotsman, sinks, turbo air,hobart, mixers grinders, combination shelving, knives, turners, tongs, disher ,brute Rubbermaid, trays, serving spoons cafeteria, hospital, cambro, vollrath , adcarft, T&S brass, fire suppression, bus tubs, prep table, stainless steel equipment
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes

32	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?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Texarkana
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	Yes
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	15%
40	Yes - No	Pricing submitted includes the TIPS administration fee?	No
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	No
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	74
45	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
46	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes

48 NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
	<p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	
49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686	No
	<p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	
50 Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51 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
52 Regulatory Standing	Regulatory Standing explanation of no answer.	
53 Antitrust Certification Statements (Tex. Government Code § 2155.005)	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p>	(No Response Required)

Instructions for Certification:

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

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

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

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and 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. Yes

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)
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

- 57 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- 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 is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.
- 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.
- 58 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) 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?
- 59 2 CFR PART 200 (B) Termination Yes
- 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 (B) 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?

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) 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 the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>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.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 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

77 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.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

80 Solicitation Deviation/Compliance

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

- 81 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.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 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.

Line Items

Response Total: \$0.00

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.

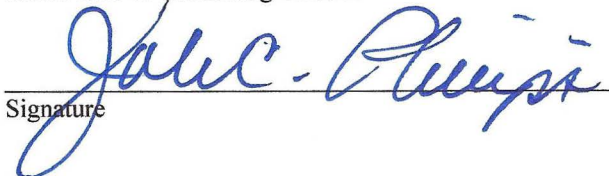
Phillips & Sons Refrigeration, Inc

1102 Bowie Street Texarkana TX 75501

Name/Address of Organization

John C. Phillips, President/Owner

Name/Title of Submitting Official



Signature

05/15/2017

Date

FELONY CONVICTION NOTICE

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: **Phillips & Sons Refrigeration, INC.**

Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official: *John C. Phillips*

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Phillips & Sons Refrigeration, INC.
(Name of Corporation)

I, John C. Phillips certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

John C. Phillips
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

PRESIDENT/OWNER
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.


CORPORATE SEAL

John C. Phillips
SIGNATURE

05/15/2017
DATE

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

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

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name PHILLIPS & SONS REFRIGERATION, INC.

Print name of authorized representative JOHN C. PHILLIPS

Signature of authorized representative 

Date 05/15/2017

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

PHILLIPS & SONS REFRIGERATION

Name of company expressly waiving confidential status of material

JOHN C. PHILLIPS, PRESIDENT/OWNER

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

1102 BOWIE STREET TEXARKANA TX 75501 903-794-8021

Address City State ZIP Phone



Phillips & Sons Refrigeration, Inc.

FOOD EQUIPMENT ♦ FIXTURES

1102 BOWIE STREET • TEXARKANA, TEXAS 75501
(903) 794-8021 • FAX (903) 792-3473 • 1-800-947-0292
TACLA26300R

ADDITIONAL WARRANTY INFORMATION

ATOSA REFRIGERATORS AND FREEZERS:

2 YEARS PARTS AND LABOR

3 YEARS ON COMPRESSOR BODY

HOBART DISHWASHERS:

1 YEAR PARTS AND LABOR STANDARD

AMERICAN DISH MACHINE:

1 YEAR PARTS AND LABOR STANDARD

NU-VU PROOFERS:

2 YEARS PARTS AND 1 YEAR LABOR

ORIGINAL EQUIPMENT WARRANTY

(For U.S. & Canada)

Blodgett warrants to each original Buyer that its steam units will be free from defects in material and workmanship for the period specified below.

PRODUCTS COVERED	PARTS	LABOR	DOOR
All Steamers, Kettles & Braising Pans	1 year	1 year	4 additional years (parts only)*

**Steamer door, excluding gasket*

The warranty period begins upon the earlier of the date of installation or 90 days after shipment of the covered product. Blodgett's obligation under this warranty shall be limited to replacing or repairing, at its option, any part found to be defective within the specified warranty period, providing the equipment has been unaltered, and has been PROPERLY INSTALLED, MAINTAINED, AND OPERATED IN ACCORDANCE WITH THE BLODGETT STEAM OWNER'S MANUAL.

BLODGETT agrees to pay any FACTORY AUTHORIZED EQUIPMENT SERVICE AGENCY (within the continental United States, and Hawaii) for reasonable labor required to repair or replace, at our option, f.o.b. factory, any part which proves to be defective due to defects in material or workmanship, during the labor warranty period. This warranty includes travel time not to exceed two hours and mileage not to exceed 100 miles roundtrip, BUT DOES NOT INCLUDE MINOR ADJUSTMENTS, MAINTENANCE, CLEANING OR DESCALING.

The standard labor warranty allows factory payment of reasonable labor required to repair or replace such defective parts. Blodgett will not reimburse the expense of labor required for the repair or replacement of parts after the standard warranty period, unless an Extended Labor Warranty has been purchased to cover the equipment for the balance of the warranty period from the date of equipment installation or start-up.

PROPER INSTALLATION IS THE RESPONSIBILITY OF THE DEALER, THE OWNER-USER, OR INSTALLING CONTRACTOR, AND IS NOT COVERED BY THIS WARRANTY. Many local codes exist, and it is the responsibility of the owner and installer to comply with these codes. Blodgett Steam equipment is built to comply with applicable standards for manufacturers, including A.G.A., NSF, ASME, CSA, CGA, and others.

BOILER AND STEAM GENERATOR MAINTENANCE IS THE RESPONSIBILITY OF THE OWNER-USER AND IS NOT COVERED BY THIS WARRANTY. The use of good quality feed water is the responsibility of the Owner-User (see Water Quality Recommendations below). THE USE OF POOR QUALITY FEED WATER WILL VOID EQUIPMENT WARRANTIES. Preventive maintenance records must be available showing descaling performed at recommended intervals.

WATER QUALITY RECOMMENDATIONS

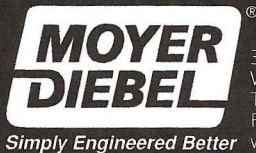
- Total dissolved solids: Less than 100 PPM
- Total alkalinity: Less than 80-120 PPM
- Chlorides: Less than 1.5 PPM
- pH Factor: 7.0 - 8.0

The foregoing shall constitute the sole and exclusive remedy of original purchaser and the full liability of Blodgett for any breach of warranty. THE FOREGOING IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING ANY WARRANTY OF PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR PURPOSE, AND SUPERSEDES AND EXCLUDES ANY ORAL WARRANTIES OR REPRESENTATIONS, OR WRITTEN WARRANTIES OR REPRESENTATIONS, NOT EXPRESSLY DESIGNATED IN WRITING AS A "WARRANTY" OR "GUARANTEE" OF BLODGETT STEAM MADE OR IMPLIED IN ANY MANUAL, LITERATURE, ADVERTISING BROCHURE OR OTHER MATERIALS.

Blodgett's liability on any claim of any kind, including negligence, with respect to the goods or services covered hereunder, shall in no case exceed the price of the goods or services, or part thereof, which gives rise to the claim. IN NO EVENT SHALL BLODGETT, OR ITS SUPPLIERS, BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES IN THE NATURE OF PENALTIES.

IMPORTANT NOTICE

The end-user purchasing a Blodgett product to which this warranty applies is urged to register their product online at www.blodgett.com. Upon registration, the warranty period will commence as provided above. If the product is not registered, then the warranty period will be deemed to have commenced on the date of invoice for the particular unit to the dealer or other intermediate customer, which may have the effect of reducing substantially the duration of the warranty period.



3765 Champion Boulevard
Winston-Salem, NC 27105
Tel: 336/661-1992
Fax: 336/661-1979
www.moyerdiebel.com

Price Schedule Effective March 1, 2013 Supersedes all previous lists

Limited Warranty

Moyer Diebel, 3765 Champion Blvd., Winston-Salem, North Carolina 27115, and 2674 North Service Road, Jordan Station, Ontario, Canada L0R 1S0, warrants machines, and parts, as set out below.

Warranty of Machines: Moyer Diebel warrants all new machines of its manufacture bearing the name "Moyer Diebel" and installed within the United States and Canada to be free from defects in material and workmanship for a period of one (1) year after the date of installation or fifteen (15) months after the date of shipment by Moyer Diebel, whichever occurs first. (See below for special provisions relating to Model Series DF and SW.) The warranty registration card must be returned to Moyer Diebel within ten (10) days after installation. If warranty card is not returned to Moyer Diebel within such period, the warranty will expire after one year from the date of shipment.

Moyer Diebel will not assume any responsibility for extra costs for installation in any area where there are jurisdictional problems with local trades or unions.

If a defect in workmanship or material is found to exist within the warranty period, Moyer Diebel, at its election, will either repair or replace the defective machine or accept return of the machine for full credit; provided, however, as to Model Series DF and SW, Moyer Diebel's obligation with respect to labor associated with any repairs shall end (a) 120 days after shipment, or (b) 90 days after installation, whichever occurs first. In the event that Moyer Diebel elects to repair, the labor and work to be performed in connection with the warranty shall be done during regular working hours by a Moyer Diebel authorized service technician. Defective parts become the property of Moyer Diebel. Use of replacement parts not authorized by Moyer Diebel will relieve Moyer Diebel of all further liability in connection with its warranty. In no event will Moyer Diebel's warranty obligation exceed Moyer Diebel's charge for the machine.

The following are not covered by Moyer Diebel's warranty:

- a. Replacement of fuses or resetting of overload breakers.
- b. Adjustment of thermostats.
- c. Opening or closing of utility supply valves or switching of electrical supply current.
- d. Cleaning of valves, strainers, screens, nozzles, or spray pipes.
- e. Performance of regular maintenance and cleaning as outlined in operator's guide.
- f. Damages resulting from water conditions, accidents, alterations, improper use, abuse, tampering, improper installation, or failure to follow maintenance and operation procedures.

Examples of the defects not covered by warranty include, but are not limited to:

1. Damage to the exterior or interior finish as a result of the above.
2. Use with utility service other than that designated on the rating plate.
3. Improper connection to utility service.
4. Inadequate or excessive water pressure.
5. Corrosion from chemicals dispensed in excess of recommended concentrations.
6. Failure of electrical components due to connection of chemical dispensing equipment installed by others.
7. Leaks or damage resulting from such leaks caused by the installer, including those at machine table connections or by connection of chemical dispensing equipment installed by others.
8. Failure to comply with local building codes.
9. Damage caused by labor dispute.

Warranty of Parts: Moyer Diebel warrants all new machine parts produced or authorized by Moyer Diebel to be free from defects in material and workmanship for a period of 90 days from date of invoice. If any defect in material and workmanship is found to exist within the warranty period, Moyer Diebel will replace the defective part without charge.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITY

MOYER DIEBEL'S WARRANTY IS ONLY TO THE EXTENT REFLECTED ABOVE. MOYER DIEBEL MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, OR FITNESS OF PURPOSE. MOYER DIEBEL SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. THE REMEDIES SET OUT ABOVE ARE THE EXCLUSIVE REMEDIES FOR ANY DEFECTS FOUND TO EXIST IN MOYER DIEBEL DISHWASHING MACHINES AND MOYER DIEBEL PARTS, AND ALL OTHER REMEDIES ARE EXCLUDED, INCLUDING ANY LIABILITY FOR INCIDENTALS OR CONSEQUENTIAL DAMAGES.

Moyer Diebel does not authorize any other person, including persons who deal in Moyer Diebel dishwashing machines, to change this warranty or create any other obligation in connection with Moyer Diebel dishwashing machines.



MANUFACTURER'S LIMITED 5 YEAR PARTS and LABOR WARRANTY

Models: ICS-1, ICS-2, ICS-3 Ice Express units; BH1100, BH1300, BH1600 Ice Storage Bins

Scotsman warrants to the original purchaser-user, that these commercial ice storage bins of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these bins will perform adequately under normal use if properly installed and maintained in accordance with the Service Manual furnished with the product or with the Scotsman Ice Machine used with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product. If no installation date is reported, the length of the warranty will be 63 months from the date of shipment from the factory.

What is Covered: Components are covered for parts and labor for 5 years after installation.

This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Service Manual furnished with the product or with the Scotsman Ice Machine used with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice bin whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Operating the product beyond the specifications set in the ice machine's manual.
- Failure to clean and maintain as set forth in the ice machine's manual.
- Installations not in accordance with the manual shipped with the ice machine used on the bin.
- Outdoor installations. Ice storage bins are not designed for outdoor installations.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied, except Scotsman's Limited Lifetime Rust Free Parts Warranty. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty.

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MANUFACTURER'S LIMITED 3 YEAR PARTS and LABOR WARRANTY CU0515 and HD22 and HD30

Scotsman warrants to the original purchaser-user, that the CU0515 commercial cube ice machine or the HD hotel ice dispenser of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these machines will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product. If no installation date is reported, the length of the warranty will be 39 months from the date of shipment from the factory.

What is Covered: Components are covered for parts and labor for **3 years** after installation, Additionally:

- The motor compressor and condenser are covered for parts for 5 years after installation.

This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Manual furnished with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice machine whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Electrical power or water supply failure to the ice machine for any reason.
- Operating the product beyond the specifications set in the product's manual.
- Failure to clean and maintain as set forth in the product's manual.
- Installations not in accordance with the product's manual.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied, except Scotsman's Limited Lifetime Rust Free Parts Warranty. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Service Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty.

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MANUFACTURER'S LIMITED 3 YEARS PARTS and 3 YEARS LABOR WARRANTY

Models: F0522, F0822, F1222, F1522, FME2404, HID312, HID525, HID540, N0422, N0622, N0922, N1322, NME1854

Scotsman warrants to the original purchaser-user, subject to the limitations and exclusions set forth in this Warranty, that the models of Scotsman brand commercial ice machines identified above will be free from defects in material and/or workmanship and will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product or registered on line at Scotsman's website. If no installation date is reported, the length of the warranty will be 39 months from the date of shipment from the factory. Irrespective of the actual installation date, the product warranty will expire seventy-two (72) months from date of shipment from factory.

What is Covered?: Component parts are covered for 3 years after original installation of the machine, except for the parts of the motor compressor which are covered for 5 years after original installation of the machine. Labor for repair or replacement of a defective component part is covered for 3 years after original installation of the machine.

This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing or repairing, at Scotsman's option and upon return to the factory with transportation charges prepaid, any part or parts that are found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman distributor, or by an authorized service agent approved by the Factory Service Department or the local Scotsman distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Manual furnished with the product.

Procedures: Reimbursement for labor charges covered by this Warranty will be made directly to the Scotsman Distributor, and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursement must be made through the local Scotsman Distributor. Only approved replacement parts may be used. The defective part and service invoice must be provided to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to properly identify the failure. All claims must include the ice machine model number, serial number, date of original installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice machine whose initial installation date is more than five years from its production date is excluded from this warranty. This Warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Electrical power or water supply failure to the ice machine for any reason.
- Operating the product beyond the specifications described in the product's manual.
- Failure to clean and maintain the product as set forth in the product's manual.
- Installations not in accordance with the product's manual.

This Warranty is in lieu of all other warranties or guarantees of any kind, express or implied. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED. IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which has not been installed or serviced in accordance with the Service Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this Warranty.

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MANUFACTURER'S LIMITED 2 YEARS PARTS and 1 YEAR LABOR WARRANTY
Models: ID Counter Top Dispensers

Scotsman warrants to the original purchaser-user, that these commercial Counter Top Dispensers of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these commercial counter top dispensers will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product. If no installation date is reported, the warranty will begin 1 month from the date of shipment from the factory.

What is Covered: Components are covered for parts for 2 years after installation and labor for 1 year after installation. This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Manual furnished with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice dispenser whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Electrical power or water supply failure to the dispenser for any reason.
- Operating the product beyond the specifications set in the product's manual.
- Failure to clean and maintain as set forth in the product's manual.
- Installations not in accordance with the product's manual.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Service Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty.

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17-2945-01 Rev C

Scotsman®

Consumer Products

Manufacturer's Limited Warranty

Scotsman warrants to the original purchaser –user that any Scotsman brand consumer product of its manufacture will be free from defects in material and workmanship when shipped from the factory, and will perform adequately under normal use if properly installed and maintained in accordance with the Manual accompanying the product. This warranty applies only in the United States, Canada and Puerto Rico.

Starting Time: This product warranty begins with the date of the original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product, or on the Scotsman web site, www.scotsman-ice.com. If no installation date is reported, the warranty will begin ninety (90) days from the date of shipment from the factory. Shorter warranty periods apply to floor display models sold more than three years after date of manufacture, (referred to hereafter as “Three Year Old Floor Displays”). The Three Year Old Floor Display is effective only if Scotsman’s warranty registration form is completed and returned to the factory at the time of installation.

Warranty Period:

Model	Parts and Labor	Compressor (labor not included)
SCC, DCE, SCR, SCV	1 year	Additional 4 years
SCN	2 years	Additional 3 years
All models, Three Year Old Floor Displays	6 months	Additional 2 years

Scotsman obligations are limited to repairing or replacing, at Scotsman’s option, any component found to be defective in material or workmanship during the warranty period. Warranty replacement parts (including compressors) must be obtained from a Scotsman Consumer Product Distributor or from a servicer company that has been approved by either Scotsman or your local Scotsman Consumer Products Distributor to provide warranty parts. Charges for labor (except labor performed pursuant to the limited labor warranty), and freight charges from returned equipment or parts, are not covered.

During the limited labor warranty period, Scotsman will provide labor reimbursement for labor costs required to repair or replace any Scotsman component that fails due to a factory defect in material or workmanship. To qualify for labor reimbursement, labor must be performed during the labor warranty period by a Scotsman Distributor or a service company that has been approved by either Scotsman’s Consumer Product Distributor or Scotsman and will be limited to the normal and customary labor rates then in effect for the servicing of major home appliances in the area in which product is installed. The labor warranty covers straight time labor charges only, and does not cover charges for travel time or mileage, or premium charges.

This warranty does not include parts or labor coverage for component failure or other damage resulting from:

- Electrical power or water supply failure to the product for any reason
- Operation of the product beyond the specifications or under the adverse conditions stated in your Manual
- Drain line malfunctions as stated in your Manual
- Failure to clean and maintain the product as described in your Manual

No component or assembly that has been subject to accident, alteration or misuse, or that has not been installed or serviced in accordance with the Manual accompanying the product, or that is from a product from which the serial number has been altered or removed, will be covered by this warranty.

To make a claim, the original purchaser must provide purchase information (including the date of installation and model and serial numbers) to the dealer from whom the product was purchased, your local distributor of Scotsman Consumer Products or a service company that has been approved by your local Scotsman Distributor to handle claims. The owner of the product will be responsible for the costs of repair until Scotsman's Consumer Service Department has confirmed that warranty coverage exists.

This warranty is in lieu of all other express warranties or guarantees of any kind. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL DAMAGES OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGE TO ANY FOODS, BEVERAGES OR OTHER ITEMS PLACED IN THE PRODUCT. Some states do not allow limitations on how long an implied warranty will last or exclusions of incidental or consequential damages, so the above limitations and exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

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775 Corporate Woods Parkway, Vernon Hills, IL 60061.

17-3520-01.



MANUFACTURER'S LIMITED 3 YEAR PARTS and LABOR WARRANTY

Cube Ice Machines, including C0322, C0330, C0522, C0530, C0630, C0722, C0830, C1030, C1448, C1848, C2148, C2648, EH222, EH330, EH430, CU1526, CU2026, CU3030, ECC0800, ECC1410, ECC1800

Scotsman warrants to the original purchaser-user, that any of the above commercial cube ice machines of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these machines will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product or registered on line at Scotsman's website. If no installation date is reported, the length of the warranty will be 39 months from the date of shipment from the factory. Irrespective of the actual installation date, the product warranty will expire seventy-two (72) months from date of shipment from factory.

What is Covered: Components are covered for parts and labor for **3 years** after installation, Additionally:

- The evaporator plate is covered for parts and labor for 5 years after installation.
- The motor compressor and condenser are covered for parts for 5 years after installation.

This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Manual furnished with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice machine whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Electrical power or water supply failure to the ice machine for any reason.
- Operating the product beyond the specifications set in the product's manual.
- Failure to clean and maintain as set forth in the product's manual.
- Installations that are not in accordance with the instructions in the product's manual.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty.

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MANUFACTURER'S LIMITED 3 YEAR PARTS and LABOR WARRANTY
Models: B222, B230, B322, B330, B530, B842 and B948 Ice Storage Bins

Scotsman warrants to the original purchaser-user, that these commercial ice storage bins of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these bins will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product or with the Scotsman Ice Machine used with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product. If no installation date is reported, the length of the warranty will be 39 months from the date of shipment from the factory.

What is Covered: Components are covered for parts and labor for 3 years after installation. This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Service Manual furnished with the product or with the Scotsman Ice Machine used with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice storage bin whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Operating the product beyond the specifications set in the ice machine's manual.
- Failure to clean and maintain as set forth in the ice machine's manual.
- Installations not in accordance with the manual shipped with the ice machine used on the bin.
- Outdoor installations. Ice storage bins are not designed for outdoor installations.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Service Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty

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MANUFACTURER'S LIMITED 3 YEAR PARTS and LABOR WARRANTY

Cube Ice Machines, including CU0415, CUR0415, CU0715, CUR0715, CU0920 and CUR0920

Scotsman warrants to the original purchaser-user, that any of the above commercial cube ice machines of its manufacture bearing the name Scotsman, will be free from defects in material and/or workmanship. Scotsman further warrants that these machines will perform adequately under normal use if properly installed and maintained in accordance with the Manual furnished with the product.

Starting Time: This product warranty begins with the date of original installation if the installation is reported to Scotsman on the warranty registration form furnished with the product or registered on line at Scotsman's website. If no installation date is reported, the length of the warranty will be 39 months from the date of shipment from the factory.

What is Covered: Components are covered for parts and labor for **3 years** after installation.

This warranty is applicable only in the United States, Canada, the Caribbean, Mexico, Central America and South America. Excluded areas include: Africa, Asia, Australia, and Europe.

Scotsman's Obligation: Limited strictly to replacing, or to repairing, upon return to the factory, transportation charges prepaid, any part or parts that shall be found to be defective in material and/or workmanship during the warranty period. All decisions regarding defects in material or workmanship or accident, alteration, misuse, or improper maintenance or installation shall be made by Scotsman's Service Department and shall be binding upon the parties. Labor reimbursement is provided according to the procedures below.

Requirements: Warranty service must be performed by a Scotsman Distributor or an authorized service agent approved by the Factory Service Department, or the local Scotsman Distributor.

User Responsibility: The product must be installed, cleaned and maintained as described in the Manual furnished with the product.

Procedures: Reimbursement for labor charges covered by this labor warranty will be made directly to the Scotsman Distributor and will be calculated by using the local established hourly service rate (not to exceed the labor rate in effect and published by the local Scotsman Distributor) and the hour allowance published in the Scotsman Labor Rate Book.

All claims for labor reimbursements must be made through the local Scotsman Distributor; approved replacement parts must be used. The defective part and service invoice must be returned to the local Scotsman Distributor within fifteen (15) days from the date of service to be eligible for labor reimbursement. Incidents of failure that do not require the replacement of a part must be explained in sufficient detail on the service invoice to identify the failure. All claims must include the ice machine Model Number, Serial Number, original date of installation and customer identification.

Exclusions: Labor reimbursements include straight time labor charges only, and shall not include charges for travel time, mileage, or other premium charges. Any ice machine whose initial installation date is more than five years from its production date is excluded from this warranty.

This warranty does not include parts or labor coverage for a component failure or other damage resulting from:

- Electrical power or water supply failure to the ice machine for any reason.
- Operating the product beyond the specifications set in the product's manual.
- Failure to clean and maintain as set forth in the product's manual.
- Installations that are not in accordance with the instructions in the product's manual.

This warranty is in lieu of all other warranties or guarantees of any kind, express or implied. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED AND DISCLAIMED.

IN NO EVENT SHALL SCOTSMAN BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE, OR FOR ANY DAMAGES RESULTING IN WHOLE OR IN PART FROM MISUSE OR INADEQUATE MAINTENANCE OF THE PRODUCT OR ANY PART THEREOF.

No part or assembly which has been subject to accident, alteration or misuse, or which is not installed or serviced in accordance with the Manual furnished with the product, or which is from a machine on which the serial number has been altered or removed, shall be covered by this warranty.

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LIMITED WARRANTY

The **DUKE MANUFACTURING CO.** warrants to the purchaser of this product that the same shall be free from defects in material and workmanship for a period of one (1) year. The warranty period commences with the date of installation, or six (6) months from date of shipment from the factory, whichever is sooner. Refrigeration compressors carry an additional four (4) year replacement warranty not to include labor and freight. Duke Manufacturing will bear the labor and parts expense during the warranty period, which applies only to products used within the United States and Canada. All labor and parts expense after the expiration of the warranty shall be the responsibility of the end user.

All warranty labor is to be authorized by the factory. All defective parts covered by warranty must be returned to the factory designated on Duke's **RETURN GOODS AUTHORIZATION** form. This form must be requested prior to such return. Restocking charge of 20% applies to goods. Invoices totaling \$50.00 net or less are nonreturnable. All inquiries concerning this warranty or any return of goods must be directed to **DUKE MANUFACTURING CO.**, 2305 N. Broadway, St. Louis, MO 63102.

Duke Counter Top Warmers (ACTW-I) must be taken to an authorized service provider for ALL warranty services.

The warranty includes travel time to portal, not to exceed 100 miles round trip, or two hours total travel time. The warranty requires that all labor must be preformed during regular work hours. Overtime premiums will be charged to the owner. The warranty does not apply to any equipment or component parts which have been subjected to shipping damage, improper voltage, improper installation, alteration, abuse, or misuse. The warranty does not cover routine maintenance activities, any failure that results from lack of, or improper equipment maintenance activities. The warranty does not cover any loss of business profits, any loss of food, or other products, or damage to property due to electrical, gas or mechanical malfunction or to any incidental or consequential damages of Purchaser or any third party. Damage due to floods, fire or other acts of God also are not covered.

DUKE MANUFACTURING CO's, liability hereunder is limited to the purchase price of the goods. Purchaser's sole and exclusive remedy is the repair, replacement, or refund of the purchase price on nonconforming goods or parts.

To the extent allowed by law any express warranties or any implied warranties or merchantability or fitness are limited to the replacement guarantee above and any other warranty is disclaimed.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser. This warranty gives the Purchaser specific legal rights. Purchaser may also have other rights, which may vary from state to state.



"Your Solutions Partner"

DUKE MANUFACTURING CO.
2305 N. Broadway • St. Louis, MO 63102
800.735.3853 • 314.231.1130
314.231.5074 fax
www.dukemfg.com

LIMITED WARRANTY

Gas and Electric Convection Ovens

The **DUKE MANUFACTURING CO.** warrants to the original buyer that its Convection Ovens shall be free from defects in workmanship and materials for the period specified in this warranty.

STANDARD PRODUCT WARRANTY PERIOD 1 Year, Limited Parts and Labor 10 Year, Limited Door Warranty

OPTIONAL 2 YEAR LIMITED PARTS AND LABOR WARRANTY

The warranty period commences with the date of installation of the oven, or six (6) months from date of shipment from the factory, whichever is sooner. All labor and parts expenses after expiration of the warranty shall be the responsibility of the end user. **DUKE MANUFACTURING CO.** will bear the labor and parts expense during the warranty period, which applies only to products used within the United States and Canada.

The warranty includes travel time to portal, not to exceed 100 miles round trip, or two hours total travel time. Repairs to the oven due to abuse, misuse, handling or harsh chemical action are not covered. Removal of the identification rating plate voids the warranty, as does operation at incorrect voltage. Unauthorized modifications made to the oven by any party also void the warranty. Damage due to floods, fire or other acts of God also are not covered. This warranty does not cover routine maintenance activities, any failure that results from lack of, or improper equipment maintenance activities. Adjustments, such as leveling, calibration or tightening of fasteners normally associated with the installation related to plumbing, electrical or gas connections are the responsibility of the installer.

The door to the oven is warranted for a period of ten (10) years, with the exception of wear items and the glass window. No labor, travel, or adjustments are included in the ten-year warranty.

To the extent allowed by law, any express warranties or any implied warranties of merchantability or fitness are limited to the replacement guarantees above and any other warranty is disclaimed.

Certain states disallow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the Purchaser. This warranty gives the Purchaser specific legal rights. The Purchaser may also have other rights, which vary from state to state. This warranty and the obligations assumed by **DUKE MANUFACTURING CO.** are exclusive and in lieu of all other liabilities and warranties, expressed or implied. **DUKE MANUFACTURING CO.** shall not be liable, directly or indirectly, for consequential or incidental damages, including, but not limited to, any loss of business profits. Damages incurred or suffered from, in connection with repairs made to the oven by persons or firms not specifically authorized to do so by **DUKE MANUFACTURING CO.** are not the responsibility of **DUKE MANUFACTURING CO.**

DUKE MANUFACTURING CO.
2305 N. Broadway • St. Louis, MO 63102
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314.231.5074 fax
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FOR MORE INFORMATION
CHECK OUR WEBSITE: WWW.DUKEMFG.COM



"Your Solutions Partner"



LIMITED ORIGINAL COMMERCIAL EQUIPMENT WARRANTY

Vulcan warrants its new product(s) (the "Products") to be free from defects in material and workmanship for a period of one (1) year from the date of original installation.

Wolf is affiliated with Vulcan and thus Wolf products carry the same warranty as the Products.

This warranty is subject to the following conditions and limitations:

1. This warranty is limited to Product(s) sold by Vulcan to the original user in the continental United States and Canada.
2. Original installation must occur within eighteen (18) months of the date of manufacture, and written proof of the installation date must be provided to Vulcan. The Products must be located at the original installation location.
3. Vulcan's sole liability shall be at Vulcan's option, for Vulcan to repair or replace any Product(s) found to be defective.
4. Vulcan will bear normal labor charges incurred in the repair or replacement of a warranted Product within 50 miles (80 kilometers) of an authorized service agency. Time and travel charges in excess of 50 miles (80 kilometers) will be the responsibility of the Buyer requesting the service.
5. This warranty does not apply to any Product(s) which have not been used, maintained or installed in accordance with the directions published in the appropriate installation and operation manuals. Vulcan will bear no responsibility or liability for any Product(s) which have been mishandled, abused, misapplied, misused, subjected to harsh chemical action or poor water quality, modified by unauthorized personnel, damaged by flood, fire or other acts of nature, or which have altered or missing serial numbers.
6. Vulcan does not recommend or authorize the use of any Product(s) in a non-commercial application, including but not limited to residential use. The use or installation of Product(s) in non-commercial applications renders all warranties, expressed or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of Product(s) in any non-commercial setting.
7. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation are the responsibility of the installer and not that of Vulcan.
8. Exceptions to the one-year part warranty period are as listed:
 - Fryer equipment is supplied with limited fry tank warranty based on model. (See separate warranty statement.)
 - Steam equipment supplied with ScaleBlocker® water filtration system. (See separate warranty statement.)
 - Pressure steam boilers—5 years prorated. (Boilers not properly maintained will not be considered for prorated warranty.)
 - Rubber seals, light bulbs and gaskets—90 days from installation.
 - Heating elements on drawer warmers, cook & hold ovens and holding & transport cabinets have a lifetime warranty.
 - Drawer rollers in drawer and chip warmers have a lifetime warranty.
 - Labor, travel and mileage will be covered during the first year only.
 - Heating elements on models 1024, 1036 and 1048—90 days from installation.
 - Refrigeration compressor part—5 years from the date of installation, the date of end user invoice or the date of dealer invoice, whichever is later, but in any case not to exceed 18 months from dealer invoice date.
9. Original purchased replacement parts manufactured by Vulcan will be warranted for 90 days from the parts invoice date. Exceptions are stainless steel fry tanks, refrigeration appliance compressors and pressure steam boilers which will be warranted as stated in item 8. This warranty is for parts cost only, and does not include freight or labor charges.
10. This states the exclusive remedy against Vulcan relating to the Product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Vulcan shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, punitive or special or consequential damages or for any other loss of cost of similar type. In no event shall Vulcan's liability exceed the purchase price of the Products.
11. THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OF THEIR LIABILITIES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF VULCAN WITH RESPECT TO THE PRODUCT(S).



DONE TO PERFECTION.

LIMITED ORIGINAL COMMERCIAL EQUIPMENT FRY TANK WARRANTY

Vulcan-Hart (Vulcan) warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the date of original installation.

This Warranty is subject to the following conditions and limitations:

1. This warranty is limited to product(s) sold by Vulcan to the original user in the continental United States and Canada.
2. Original installation must occur within 3 years of date of manufacture, and proof of the installation date must be provided to Vulcan. Equipment must be located at the original installation location regardless of same owner.
3. The liability of Vulcan is limited to the repair or replacement of any part found to be defective.
4. Vulcan will bear normal labor charges incurred in the repair or replacement of a warranted piece of equipment within 50 miles (80 kilometers) of an authorized service agency. Time and travel charges in excess of 50 miles (80 kilometers) will be the responsibility of the person or firm requesting the service.
5. This warranty does not apply to any product(s) which have not been installed in accordance with the directions published in the appropriate installation and operation manuals.
6. Vulcan will bear no responsibility or liability for any product(s) which have been mishandled, abused, misapplied, misused, subjected to harsh chemical action or poor water quality, field modified by unauthorized personnel, damaged by flood, fire, or other acts of nature, or which have altered or missing serial numbers.
7. Vulcan does not recommend or authorize the use of any product(s) in a noncommercial application, including but not limited to residential use. The use or installation of product(s) in a noncommercial application renders all warranties, expressed or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from the use or installation of product(s) in any noncommercial setting.
8. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with the original installation are the responsibility of the installer and not that of Vulcan.
9. Exceptions to the one year parts warranty period are as listed:
 - A) **LG Series Fryers – Fry Tank:** If tank is found to be leaking within the first year of operation from date of installation and verified by an authorized service agency, the entire LG fryer will be replaced. Replacement fryer will be warranted for the balance of the original warranty. Fry tanks found to be leaking that are over 1 year and under 3 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 3 year and under 5 years, 75% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 5 years – no fry tank part warranty.
 - B) **All GR, ER, and VK Series Fryers – Fry Tank:** If tank is found to be leaking within the first two years of operation from date of installation and verified by an authorized service agency, the fry tank will be replaced at no charge including labor, travel, freight, and mileage. Fry tanks found to be leaking that are over 2 years and under 5 years, 25% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 5 years and under 8 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. Fry tanks found to be leaking that are over 8 years and under 10 years, 75% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 10 years – no fry tank part warranty.
 - C) **GHF91G, FWTF42, and VFRY Series Fryers – Fry Tank:** If tank is found to be leaking within the first two years of operation from date of installation and verified by an authorized service agency, the fry tank will be replaced at no charge including labor, freight, travel and mileage. Fry tanks found to be leaking that are over 2 years and under 5 years, 50% of the current selling fry tank price, plus labor, freight and mileage will be the responsibility of the person or firm requesting the service. After 5 years – no fry tank part warranty.
10. After the original equipment warranty, original equipment manufacturers parts will be warranted for 90 days from the parts invoice date. Exceptions are stainless steel fry tanks which will be warranted as stated in item 9. This warranty is for parts cost only, and does not include freight or labor charges.
11. This states the exclusive remedy against Vulcan relating to the product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Vulcan shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use or performance, or for incidental, indirect, or special or consequential damages for any other loss of cost of similar type.
12. THIS WARRANTY AND THE LIABILITIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OF THEIR LIABILITIES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND CONSTITUTES THE ONLY WARRANTY OF VULCAN WITH RESPECT TO THE PRODUCT(S).

THIS WARRANTY ONLY APPLIES TO UNITS SHIPPED FROM TRUE'S MANUFACTURING FACILITIES AFTER SEPTEMBER 1, 2015.

THREE-YEAR PARTS & LABOR WARRANTY

TRUE warrants to the original purchaser of every new TRUE refrigerated unit, the cabinet and all parts thereof, to be free from defects in material or workmanship, under normal and proper use and maintenance service as specified by TRUE and upon proper installation and start-up in accordance with the instruction packet supplied with each TRUE unit. TRUE's obligation under this warranty is limited to a period of three (3) years from the date of original installation or 39 months after shipment date from TRUE, whichever occurs first.

Any part covered under this warranty that are determined by TRUE to have been defective within three (3) years of original installation or thirty-nine (39) months after shipment date from manufacturer, whichever occurs first, is limited to the repair or replacement, including labor charges, of defective parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by TRUE.

Warranty does not cover standard wear parts which include door gaskets, incandescent bulbs or fluorescent bulbs. Warranty also does not cover issues caused by improper installation or lack of basic preventative maintenance which includes regular cleaning of condenser coils.

ADDITIONAL TWO-YEAR COMPRESSOR WARRANTY

In addition to the Three (3) year warranty stated above, TRUE warrants its hermetically and semi-hermetically sealed compressor to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of two (2) additional years from the date of original installation but not to exceed five (5) years and three (3) months after shipment from the manufacturer.

Compressors determined by TRUE to have been defective within this extended time period will, at TRUE's option, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The two (2) year extended compressor warranty applies only to hermetically and semi-hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to: cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly or any other electrical component, etcetera.

404A/134A/HYDROCARBON COMPRESSOR WARRANTY

The two year compressor warranty detailed above will be voided if the following procedure is not carefully adhered to:

1. This system contains R404A, R134A, or R290 refrigerant and polyol ester lubricant. The polyol ester lubricant has rapid moisture absorbing qualities. If long exposure to the ambient conditions occur, the lubricant must be removed and replaced with new. For oil amounts and specifications please call TRUE technical service department (855-372-1368). Failure to comply with recommended lubricant specification will void the compressor warranty.
2. Drier replacement is very important and must be changed when a system is opened for servicing. A drier using XH-7 desiccant or an exact replacement solid core drier must be used. The new drier must also be the same capacity as the drier being replaced.
3. Micron level vacuums must be achieved to insure low moisture levels in the system. 500 microns or lower must be obtained.

WARRANTY CLAIMS

All claims for labor or parts must be made directly through TRUE. All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the existence of the alleged defect.

In case of warranty compressor, the compressor model tag must be returned to TRUE along with above listed information.

Any action or breach of these warranty provisions must be commenced within one (1) year after that cause of action has occurred.

COMMERCIAL USE ONLY

RESIDENTIAL APPLICATIONS: TRUE assumes no liability for parts or labor coverage for component failure or other damages resulting from installation in non-commercial or residential applications.

WHAT IS NOT COVERED BY THIS WARRANTY

TRUE's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty.

NO CONSEQUENTIAL DAMAGES. TRUE IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE CLAIMS WHETHER OR NOT ON ACCOUNT OF REFRIGERATION FAILURE.

WARRANTY IS NOT TRANSFERABLE. This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN MADE AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IMPROPER USAGE. TRUE ASSUMES NO LIABILITY FOR PARTS OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER DAMAGES RESULTING FROM IMPROPER USAGE OR INSTALLATION OR FAILURE TO CLEAN AND/OR MAINTAIN PRODUCT AS SET FORTH IN THE WARRANTY PACKET PROVIDED WITH THE UNIT.

RELOCATION OF CABINET FOR REPAIR. True is not responsible for the cost to move a cabinet for any reason from its position of operation on the customer's premises to make a warranty repair.

NON OEM PARTS. Use of non OEM parts without manufacturer's approval will void cabinet warranty.

ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD. TRUE is not responsible for the repair or replacement of any parts that TRUE determines have been subjected after the date of manufacture to alteration, neglect, abuse, misuse, accident, damage during transit or installation, fire, flood, or act of God.

IMPROPER ELECTRICAL CONNECTIONS. TRUE IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM INCORRECT SUPPLY VOLTAGE, THE USE OF EXTENSION CORDS, LOW VOLTAGE, OR UNSTABLE SUPPLY VOLTAGE.

NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE: THERE ARE NO OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, EXCEPT THE THREE (3) YEAR PARTS & LABOR WARRANTY AND THE ADDITIONAL TWO (2) YEAR COMPRESSOR WARRANTY AS DESCRIBED ABOVE. THESE WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTY AND MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

OUTSIDE U.S.: This warranty does not apply to, and TRUE is not responsible for, any warranty claims made on products sold or used outside the United States. This warranty only applies to units shipped from True's manufacturing facilities after September 1, 2015.



March 6, 2017

Re: Phillips & Sons Refrigeration, Inc.

To Whom It May Concern:

It is with pleasure that we express our confidence in our contractor client Phillips & Sons Refrigeration, Inc..

We have written bonds for Phillips & Sons Refrigeration, Inc. and have approved numerous requests for bid and performance bonds. While we do not have a formal bond limit for Phillips & Sons Refrigeration, Inc., we would consider any reasonable requests for surety credit. In the past, we have considered bonds in the \$1,000,000 single range with an aggregate limit in the \$3,000,000 range.

Any arrangement for bonds is a matter between Phillips & Sons Refrigeration, Inc. and the surety and we assume no liability to you or third parties if for any reason we do not execute bonds or if circumstances change after the date of this letter.

Should you have any questions, please feel free to contact me.

Sincerely,

Morris D. Plagens, Jr.
Vice-President
SureTec Insurance Company