

TIPS VENDOR AGREEMENT

Between Schultz Industries Inc. dba Sturdisteel Company and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RCSP 170801 Auditorium, Stadium, Field Seating, Bleachers and Installation Services (JOC)
PART 2 – Job Order Contract Installation Services

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 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. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

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

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) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings. Members may determine the prevailing wage rate to be used on resulting contracts.

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 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 participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

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

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

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

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 requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

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Invoices

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

Payments

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

Pricing

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

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored 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 provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to 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 Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. 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 record 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

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, including all such causes of action based upon common,

constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

Termination for Convenience

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

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "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 monthly).

Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the 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 any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

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

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

Smoking

Persons working under 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 participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

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

Supplemental agreements

The entity participating in the TIPS Agreement 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.

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 and accepted by Order Fulfiller shall survive expiration or termination of the 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 one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

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.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
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Term of Agreement is three (3) years with renewal options for up to one additional year as agreed by the parties and as provided in the solicitation. The solicitation provisions prevail over this paragraph.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RCSP 170801 Part 2 - Auditorium Seating and or Bleachers and Installation Services (JOC)

Company Name Schultz Industries Inc. dba Sturdisteel Company

Address 131 Ava Dr.

City Hewitt State TX Zip 76643

Phone 254-666-5155 Fax 254-666-4472

Email of Authorized Representative mstephens@sturdisteel.net

Name of Authorized Representative Matt Stephens

Title Sales Representative

Signature of Authorized Representative 

Date Sept. 14, 2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 10/24/17

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				Floor/Room
Bid Number	170801	Department Building		Telephone
Title	Auditorium, Stadium, Field Seating, Bleachers and Installation Services			Fax
Bid Type	RFP			Email
Issue Date	8/3/2017 03:00 PM (CT)	Floor/Room		
Close Date	9/15/2017 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Sturdisteel Company (Schultz Industries, Inc.)
 Address P.O. Box 2655
 Waco, TX 76702

Contact
 Department
 Building
 Floor/Room
 Telephone (254) 666-5155 x258
 Fax (254) 666-4472
 Email
 Submitted 9/14/2017 02:50:10 PM (CT)
 Total \$0.00

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

Signature Matt Stephens

Email mstephens@sturdisteel.net

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?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Design, Manufacture, Install: grandstands, bleachers, stadium seating, press boxes
6	Primary Contact Name	Primary Contact Name	Ruth Lopez
7	Primary Contact Title	Primary Contact Title	Sales Assistant
8	Primary Contact Email	Primary Contact Email	rlopez@sturdisteel.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-5155
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-4472
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Robert Groppe
13	Secondary Contact Title	Secondary Contact Title	Sales Rep.
14	Secondary Contact Email	Secondary Contact Email	rgroppe@sturdisteel.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-5155
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-4472
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ruth Lopez

19	Admin Fee Contact Email	Admin Fee Contact Email	rlopez@sturdisteel.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-5155
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Robert Groppe
22	Purchase Order Contact Email	Purchase Order Contact Email	rgroppe@sturdisteel.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	254-666-5155
24	Company Website	Company Website (Format - www.company.com)	www.sturdisteel.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2456464
26	Primary Address	Primary Address	131 Ava Dr.
27	Primary Address City	Primary Address City	Hewitt
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	76643
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.)	bleachers, stadium, seating, grandstands, press boxes
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (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?	Hewitt
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas

35	Felony Conviction Notice:	<p>(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034.</p> <p>Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony.</p> <p>The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."</p>	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	NA
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	12%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	<p>Vendor agrees to remit to TIPS the required administration fee?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p>	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes

44	Start Time	Average start time after receipt of customer order is ____ working days?	5
45	Years Experience	Company years experience in this category?	30
46	Resellers:	<p>Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.</p> <p>EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller.</p> <p>(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.</p>	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;</p> <p>3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;</p> <p>4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
50	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	<p>If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686</p> <p>You may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>Do you have any conflicts under this statutory requirement?</p>	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No

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

Instructions for Certification:

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

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

56 Suspension or Debarment Certification

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

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

57 Non-Discrimination Statement and Certification

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

Not a negotiable term. Failure to agree will render your

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

58 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

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

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

59 2 CFR PART 200 Contracts

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

Yes

60 2 CFR PART 200 Termination

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

Yes

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

64 2 CFR PART 200 Procurement of Recovered Materials

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

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

Yes

65 Indemnification

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

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

Yes

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

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

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

77 Payment Terms and Funding Out Clause

Payment Terms:
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	<p>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.</p> <p>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.</p> <p>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.</p>	
82	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
83	Agreement Exceptions/Deviations Explanation	<p>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.</p>	
84	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Poteet ISD	Andy Castillo	acastillo@poteet.k12.tx.us	(830) 742-3567
Lorena ISD	Eddie Mazanec	general@mazaneconstruction.com	(254) 799-0291
New Caney ISD	Jason Pearce	jpearce@gammaconst.com	(713) 963-0086
Frisco ISD	Ty Parsons	tparsons@leelewis.com	(972) 818-0706
Baylor University	David Freisner	dfreisner@flintco.com	(512) 761-2050

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.

*** NO LOBBYING ACTIVITES****

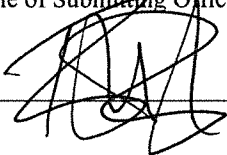
Schultz Industries dba Sturdisteel-Hewitt, TX

Name/Address of Organization

Taylor Bledsoe-Vice President

Name/Title of Submitting Official

Signature



Sept. 14 , 2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Schultz Industries Inc. dba Sturdisteel Company-Taylor Bledsoe
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

OR

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

Signature of Authorized Company Official: _____ 

OR

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

Name of Felon(s): _____

Details of Conviction(s): _____

You may attach another sheet

Signature of Authorized Company Official: _____

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: Schultz Industries Inc. dba Sturdisteel Company
(Name of Corporation)

I, Taylor Bledsoe certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Matt Stephens

(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

Sturdisteel Sales Representative

(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 if available

[Handwritten Signature]
SIGNATURE

September 14, 2017

DATE

2 CFR PART 200 Contract Provisions

**Required Federal contract provisions of Federal Regulations for Construction Contracts
for contracts with TIPS OR 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 TIPS OR TIPS MEMBERS is the subgrantee or Subrecipient by definition. 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.

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

Pursuant to Federal Rule (D) above, when federal funds are expended by TIPS OR TIPS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR TIPS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES *TB* Initial of Authorized Company Official

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be

2 CFR PART 200 Contract Provisions

required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule above, when federal funds are expended by TIPS or TIPS Members, the proposer certifies that during the term of an award by the TIPS OR TIPS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES tb Initial of Authorized Company Official

Company Name Schultz Industries Inc dba Sturdisteel Company

Print name of authorized representative Taylor Bledsoe

Signature of authorized representative 

Date September 14, 2017

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

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

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name Schultz Industries Inc. dba Sturdisteel Company

Print name of authorized representative Matt Stephens

Signature of authorized representative 

Date Sept. 14 ,2017

Texas Government Code 2270 Verification Form

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

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

I, Taylor Bledsoe as an authorized representative of

Schultz Industries Inc. dba Sturdisteel Company, a contractor/vendor
Insert Name of Company

engaged by

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

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

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



Signature of Named Authorized Company Representative

September 14, 2017

Date

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

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

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

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

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

Schultz Industries Inc. dba Sturdisteel Company

Name of company expressly waiving confidential status of material

Taylor Bledsoe-Vice President

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

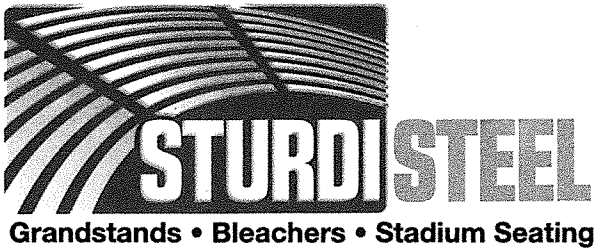
131 Ava Dr. Hewitt TX 76643 254-666-5155

Address City State ZIP Phone

SCHULTZ INDUSTRIES, INC.

6/30/2016

<u>LICENSED STATE</u> <u>CONTRACTOR</u>	<u>LICENSE</u> <u>NUMBER</u>	<u>CLASSIFICATION</u>	<u>EXPIRATION</u> <u>DATE</u>	<u>Qualifier</u>
ALABAMA	27984	U/Unlimited	06/30/17	
ARIZONA	ROC111539	AE	01/31/18	Tony Rokas (exempt?)
ARKANSAS	30440513	Unlimited	05/31/17	Johnny Bledsoe
CALIFORNIA	727715	A	09/30/16	Kevin Warapius
DELAWARE	2003109494	Contractor	12/31/18	
DELAWARE	2004204580	Wholesaler	12/31/17	
FLORIDA	CGC058177	General Contractor	08/31/16	Tony Rokas
IDAHO	PWC-C-16761-AA-4	10150, 13125	02/28/17	
IDAHO	RCE-30955	Contractor	10/15/16	(Fred)
IOWA	C107088	Structural Steel	06/05/17	
LOUISIANA	17428	Furn, Fixtures, etc	07/12/18	
MARYLAND	21481508	Out-of-State Contr.	12/30/12	
MISSISSIPPI	08806-SC	Bleachers & Grandstands	04/08/17	
MONTANA	161456	Contractor/Employer	10/13/16	
NEBRASKA	02009	Contractor	04/07/96	
NEVADA	0031357	C-24	09/30/17	Kevin Warapius
NEW JERSEY	0655661	Public Works	07/14/17	Reps-Johnny, Fred
NEW MEXICO	360149	GS29	02/28/18	Kevin Warapius
NORTH CAROLINA	27481	Unlimited; S(concrete), S(metal erection)	12/31/16	
NORTH DAKOTA	42270	Class A	03/01/17	
OREGON	95417	Level 1	07/07/17	RMI: Kevin Warapius
SOUTH CAROLINA	G10955	SF5, SS5	10/31/16	Kevin Warapius
TENNESSEE	00028081	Unlimited; S-bleachers & Grandstands	03/31/17	Johnny Bledsoe
VIRGINIA	2701-034232A	Class A (RFC)	04/30/17	
WASHINGTON	STURDC*905MT	CC01-General	07/29/16	
WEST VIRGINIA	WV022389	Specialty	03/18/17	
WISCONSIN	1135873	Bldg. Contractor	04/07/14	(no longer required)



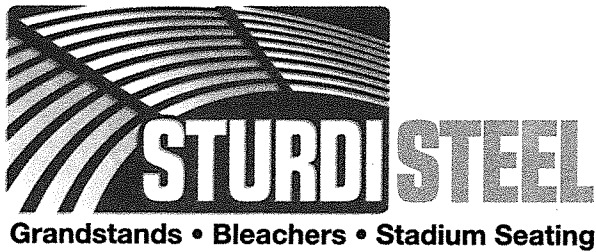
It's Your Company
P.O. Box 1234
Anywhere, US 12345

Re: Any Stadium, USA

WARRANTY

Sturdisteel warrants the **Bleachers** on this project to be free from defect in material and workmanship in the course of manufacturing for a period of five (5) year(s) from, Date of Substantial Completion, except where specifications call for extended times. This warranty excludes any other defects resulting from abnormal use in service, accidental or intentional damage, or any occurrences beyond manufacturer's control.

Sturdisteel Company



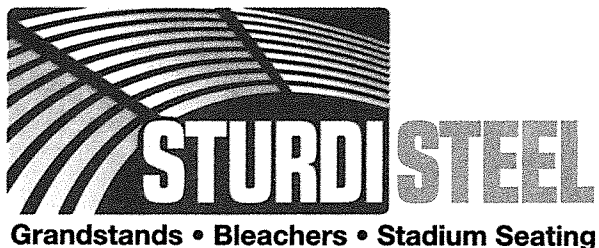
Sturdisteel Company
P.O. Box 2655
Waco, TX 76702

Re: Your Stadium, USA

WARRANTY

Sturdisteel warrants the **Press Box** on this project to be free from defect in material and workmanship in the course of manufacturing for a period of one (1) year(s) from, **Date of Substantial Completion**, except where specifications call for extended times. This warranty excludes any other defects resulting from abnormal use in service, accidental or intentional damage, or any occurrences beyond manufacturer's control.

Sturdisteel Company



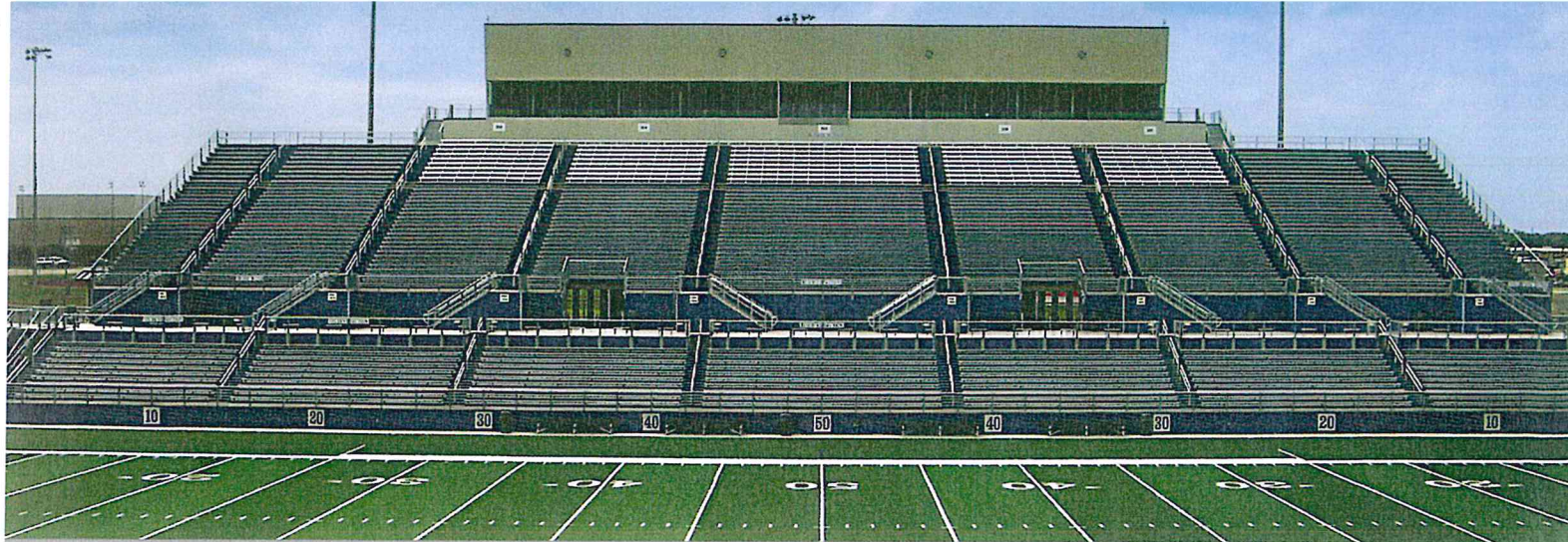
It's Your Company
P.O. Box 1234
Anywhere, US 12345

Re: Any Stadium, USA

Warranty

Sturdisteel warrants the **Grandstand** installed on this project to be free from defect in structure, material and workmanship in the course of manufacturing for a period of one (1) year(s) from, **Date of Substantial Completion**, except where specifications call for extended times. This warranty excludes any other defects resulting from abnormal use in service, accidental or intentional damage, or any occurrences beyond manufacturer's control.

Sturdisteel Company



Bernard Birkelbach Field - Georgetown, TX

I-BEAM Permanent Grandstands



Ricketts Park - Farmington, NM



Gladewater Arena - Gladewater, TX



TAMU - College Station, TX

Custom Solutions

Designed specifically for your site and seating requirements, Permanent Grandstands can be installed on difficult sites such as hillsides or berms. Sturdisteel also offers professional engineering services to adapt any of our standard designs to your specific needs.

Maximized Space

Clear-span understructure allows for spacious room underneath the grandstand for storage, restrooms, concessions, locker rooms, etc.

Versatility

Accommodates various rises and treads requirements, all decking designs and other features such as stadium chairs and weather shields.

The Industry Standard

I-Beam Permanent Grandstands are the industry standard for premium outdoor spectator seating - engineered and constructed to withstand daily use, regardless of weather conditions, size of crowd or type of event.

Recommended for:

Football	Baseball	Softball
Soccer	Lacrosse	Tennis
Track	Motorsports	Aquatic
Rodeo	Exposition	Ice Rink



Accommodating crowds from just a few hundred spectators to 10,000 or more.



Structure

Our standard Permanent Grandstands are engineered to be installed on concrete pier foundations and combine wide-flange steel vertical supports on 18 foot centers and horizontal support beams.

Finish Applications

Options include roofing over seating areas, press box support structures, aluminum seat boards, foot boards, riser boards, and various types of VIP seating.

Warranty

All Sturdisteel Products are warrantied for five years beginning at date of substantial completion of project - free from defect in materials and workmanship in the course of manufacture. This warranty excludes any other defects resulting from abnormal use, accidental or intentional damage or any occurrences beyond manufacturer's control.

Gross Seating Capacities

Gross seating is based on 18" per seat and is the total seating area (total rows multiplied by seating area length, divided by 1.5"). Net seating is the gross seating, less the seating lost due to aisles and handicap spaces requirements, and will vary based on local building code requirements. Net Seating is approximately 85% of Gross Seating and is the actual seating capacity.

LENGTH	10 ROWS	16 ROWS	22 ROWS	28 ROWS	34 ROWS	40 ROWS
30'	200	320	440	560	680	800
48'	320	512	704	896	1088	1280
66'	440	704	968	1232	1496	1760
84'	560	896	1232	1568	1904	2240
102'	680	1088	1496	1904	2312	2720
120'	800	1280	1760	2240	2720	3200
138'	920	1472	2024	2576	3128	3680
156'	1040	1664	2288	2912	3536	4160
174'	1160	1856	2552	3248	3944	4640
192'	1280	2048	2816	3584	4352	5120
210'	1400	2240	3080	3920	4760	5600
228'	1520	2432	3344	4256	5168	6080
246'	1640	2624	3608	4592	5576	6560
264'	1760	2816	3872	4928	5984	7040
282'	1880	3008	4136	5264	6392	7520
300'	2000	3200	4400	5600	6800	8000
318'	2120	3392	4664	5936	7208	8480
336'	2240	3584	4928	6272	7616	8960
354'	2360	3776	5192	6608	8024	9440
372'	2480	3968	5456	6944	8432	9920
390'	2600	4160	5720	7280	8840	10400
408'	2720	4352	5984	7616	9248	10880
426'	2840	4544	6248	7952	9656	11360
444'	2960	4736	6512	8288	10064	11840
462'	3080	4928	6776	8624	10472	12320
480'	3200	5120	7040	8960	10880	12800



P.O. Box 2655, Waco, TX 76702-2655

TEL: 254.666.5155

FAX: 254.666.4472

TOLL FREE: 800.433.3116





Palo Verde High School - Tucson, AZ

LEG TRUSS Permanent Grandstands



Borah High School - Boise, ID



Henry Ford High School - Detroit, MI



San Patricio County Rodeo - Sinton, TX

Standard or Custom Solutions

Designed specifically for your site and seating requirements, Leg Truss Grandstands can be installed on difficult sites such as hillsides or berms or other conditions that are unsuitable for frame-type bleachers. Our standard designs can also be engineered for your specific site and seating needs.

Accommodates Expansion

Understructure provides limited usable space beneath the grandstand for storage, restrooms, concessions, etc., at a more affordable price than an I-Beam grandstand.

The Industry Standard

Leg-Truss Permanent Grandstands are a custom designed hybrid between a

permanent grandstand and frame-type system - engineered and constructed to withstand daily use, regardless of weather conditions, size of crowd or type of event.

Recommended for:

- | | | |
|----------|-------------|----------|
| Football | Baseball | Softball |
| Soccer | Lacrosse | Tennis |
| Track | Motorsports | Aquatic |
| Rodeo | Exposition | Ice Rink |



A cost-effective solution for accommodating large crowds.



Structure

Our standard Leg Truss Permanent Grandstands are installed on concrete slab or gradebeam foundations and combine wide-flange stringers, steel angle columns and bracing spaced at 6 feet on center.

Finish Applications

Standard features include anodized aluminum seating and risers, semi-closed or closed mill finished decks. Options include bench seating with straight backs or VIP chairs, press boxes, ramps, stairs or walkways.

Warranty

All Sturdisteel Products are warrantied for five years beginning at date of substantial completion of project - free from defect in materials and workmanship in the course of manufacture. This warranty excludes any other defects resulting from abnormal use, accidental or intentional damage or any occurrences beyond manufacturer's control.

Gross Seating Capacities

Gross seating is based on 18" per seat and is the total seating area (total rows multiplied by seating area length, divided by 1.5"). Net seating is the gross seating, less the seating lost due to aisles and handicap spaces requirements, and will vary based on local building code requirements. Net Seating is approximately 85% of Gross Seating and is the actual seating capacity.

LENGTH	10 ROWS	13 ROWS	15 ROWS	18 ROWS	20 ROWS
30'	200	260	300	360	400
48'	320	416	480	576	640
66'	440	572	660	792	880
84'	560	728	840	1008	1120
102'	680	884	1020	1224	1360
120'	800	1040	1200	1440	1600
138'	920	1196	1380	1656	1840
156'	1040	1352	1560	1872	2080
174'	1160	1508	1740	2088	2320
192'	1280	1664	1920	2304	2560
210'	1400	1820	2100	2520	2800
228'	1520	1976	2280	2736	3040
246'	1640	2132	2460	2952	3280
264'	1760	2288	2640	3168	3520
282'	1880	2444	2820	3384	3760
300'	2000	2600	3000	3600	4000
318'	2120	2756	3180	3816	4240
336'	2240	2912	3360	4032	4480
354'	2360	3068	3540	4248	4720
372'	2480	3224	3720	4464	4960
390'	2600	3380	3900	4680	5200
408'	2720	3536	4080	4896	5440
426'	2840	3692	4260	5112	5680
444'	2960	3848	4440	5328	5920
462'	3080	4004	4620	5544	6160
480'	3200	4160	4800	5760	6400



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Sturdisteel is a Division of Schultz Industries, Inc.



New Lebanon High School - Lebanon, OH

CONTINUOUS ANGLE FRAME Bleachers



Wild Horse Pass Arena - Chandler, AZ



Schertz-Cibolo ISD - Cibolo, TX



McLennan Community College - Waco, TX

Standard or Custom Solutions

Designed for installation on flat and level surfaces, standard Angle Frame Bleachers are offered in 5, 8, 10, 15 and 20 rows. Our standard designs can be custom engineered for your specific site and seating needs.

Accommodates Expansion

As your facility and seating requirements increase, this type of bleacher system provides the flexibility of adding additional seats to continually meet the demand.

Versatility

Can be customized to accommodate various seating options including benches with straight backs, individual VIP chairs and armrest to designate exact seating for reserved areas.

An Economical Standard

For the ultimate in cost effective spectator seating, standard Angle Frame Bleachers provide the top quality features you expect, at a cost that will fit any budget for indoor and outdoor venues.

Recommended for:

Football	Baseball	Softball
Soccer	Lacrosse	Tennis
Track	Motorsports	Aquatic
Rodeo	Exposition	Ice Rink



Economical & versatile seating for all indoor and outdoor venues.



Structure

Our standard Angle Frame bleachers are built using a galvanized steel box frame construction that includes cross bracing and stringers spaced at 6 feet on center. Offered in both elevated or non-elevated applications and optional aluminum frame understructure.

Finish Applications

Standard features include anodized aluminum seating and risers, semi-closed or closed mill finished decks. Options include bench seating with straight backs or VIP chairs, press boxes, ramps, stairs or walkways.

Warranty

All Sturdisteel Products are warrantied for five years beginning at date of substantial completion of project - free from defect in materials and workmanship in the course of manufacture. This warranty excludes any other defects resulting from abnormal use, accidental or intentional damage or any occurrences beyond manufacturer's control.



Gross Seating Capacities

Gross seating is based on 18" per seat and is the total seating area (total rows multiplied by seating area length, divided by 1.5"). Net seating is the gross seating, less the seating lost due to aisles and handicap spaces requirements, and will vary based on local building code requirements. Net Seating is approximately 85% of Gross Seating and is the actual seating capacity.

LENGTH	3 ROWS	4 ROWS	5 ROWS	8 ROWS	10 ROWS	15 ROWS
15'	30	40	50	80	100	150
21'	42	56	70	112	140	210
27'	54	72	90	144	180	270
33'	66	88	110	176	220	330
39'	78	104	130	208	260	390
45'	90	120	150	240	300	450
51'	102	136	170	272	340	510
57'	114	152	190	304	380	570
63'	126	168	210	336	420	630
69'	138	184	230	368	460	690
75'	150	200	250	400	500	750
81'	162	216	270	432	540	810
87'	174	232	290	464	580	870
93'	186	248	310	496	620	930
99'	198	264	330	528	660	990
105'	210	280	350	560	700	990
111'	222	296	370	592	740	1110
117'	234	312	390	624	780	1170
123'	246	328	410	656	820	1230
129'	258	344	430	688	860	1290
135'	270	360	450	720	900	1350
153'	306	408	510	816	1020	1350
177'	354	472	590	944	1180	1770
195'	390	520	650	1040	1300	1950
213'	426	568	710	1136	1420	2130
231'	462	616	770	1232	1540	2310



P.O. Box 2655, Waco, TX 76702-2655

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Sturdisteel is a Division of Schultz Industries, Inc.

Low Profile BLEACHERS

*"Seating that lasts a lifetime –
and then some"*



Sturdisteel 3 & 4 row portable bleachers provide an economical seating solution for a variety of indoor and outdoor sports applications. Our rugged portable bleachers are constructed of the finest materials available and meet all local building code requirements without aisles, guardrail systems or decking risers.

Features:

- 30" maximum height
- Galvanized steel frame
- 12" seat board w/radius edge
- 10" single footboards
- 6" rise per row - 24" tread spacing
- 7'-6", 15', 21' and 27' standard lengths

Option: Double footboards

Rows	Length	Net Seats
3	7'-6"	15
3	15'-0"	30
3	21'-0"	42
3	27'-0"	54
4	7'-6"	20
4	15'-0"	40
4	21'-0"	56
4	27'-0"	72



800.433.3116

P.O. Box 2655

Waco, TX 76702-2655

Sturdibleachers.com



All steel and aluminum used by Sturdisteel is 100% recyclable. Zinc galvanized finishes on steel parts contribute positively to sustainable development initiatives because of its maintenance-free longevity, 100% recyclability, minimal environmental impact, and economic savings for future generations.

Tilt & Roll BLEACHERS

*"Seating that lasts a lifetime –
and then some"*

5Year
Warranty

ORDER NOW
3 DAYS
SHIPPED FAST

MAD 
IN TEXAS ★ U.S.A
SINCE 1934

Sturdisteel Tilt & Roll portable bleachers are the ultimate solution for crowd overflow. These rugged units stack neatly against the wall and are tilted down to provide extra seating for spectators. Our Tilt & Roll portable bleachers meet all local building code requirements without aisles, guardrail systems or decking risers.

Rows	Length	Net Seats
3	7'-6"	15
3	15'-0"	30
3	21'-0"	42
3	27'-0"	54
4	7'-6"	20
4	15'-0"	40
4	21'-0"	56
4	27'-0"	72

Features:

- Maximum 30" height
- Aluminum frames
- 12" seat boards w/radius edges
- 10" single footboards
- 6" rise per row - 24" tread spacing
- Non-marking rubber pads
- Ball bearing casters
- Tipping arm
- 7'-6", 15', 21' and 27' standard lengths

Option: Double footboards



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Panther Stadium - Van Alstyne

PRESS BOXES for Stadiums



Yellow Jacket Stadium - Kemp, TX



Bulldog Stadium - Magnolia, TX



Buccaneer Stadium - Winnie, TX

Press Boxes are an integral part of a grandstand that not only provide seating for coaches, press and announcers, but also enhance the aesthetic look of any venue. As a custom manufacturer, we design press boxes that meet your specific needs for both form and function.

Using modern construction methods and modular designs, we create an aesthetically pleasing press box that will hold up under the heaviest usage. Our cost-effective press box structures comply with all state inspection requirements and are constructed with the quality of conventional metal buildings.

Features:

- Exterior 26 gauge type R metal panels
- Non-combustible steel framing
- 5/8" CD Exterior Grade plywood
- Inside wall 3/8" regular sheetrock
- Pre-wired for local power connection
- 2' x 2' x 58" acoustical tile

Options:

- Filming Deck
- Air conditioning
- Security shutters
- Sloped front
- Roof hatch
- Multiple rooms
- Fixed glass



SturdiSteel is a Division of Schultz Industries, Inc.

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 TEL: 254.666.5155
 FAX: 254.666.4472
 TOLL FREE: 800.433.3116





Apogee Stadium - University of North Texas

ALUMINUM SEATING On Concrete



Ellis Davis Fieldhouse - Dallas, TX



Denton ISD - Denton, TX



Folsom Field - University of Colorado

Solutions for Concrete

Our aluminum extruded seating planks install quickly, easily and economically on new concrete structures and offer an effective solution for expansion or renovation of existing facilities.

Sturdisteel extruded aluminum planks are in a class by themselves for quality, durability and low maintenance - providing spectator comfort for all types of sporting events.

Whatever the event, aluminum bench seating is the most used and cost effective way to maximize the number of seated viewers for a particular space.

The Industry Standard

Sturdisteel is a recognized industry leader in spectator seating solutions. With thousands of installations across North America, our clients include some of the finest sports facilities in the world.

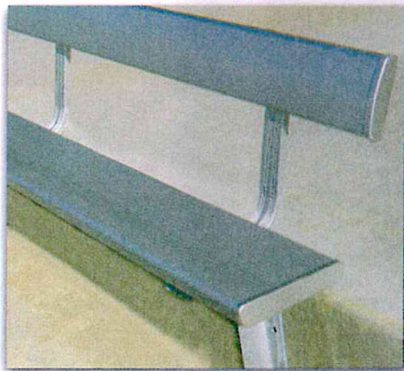
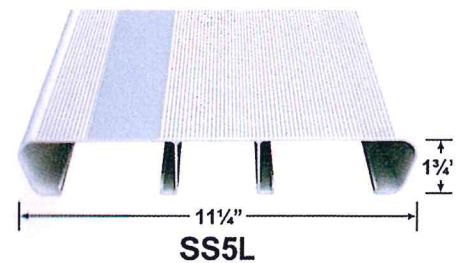
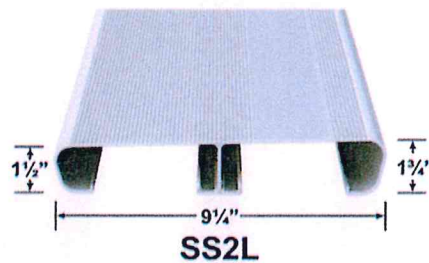
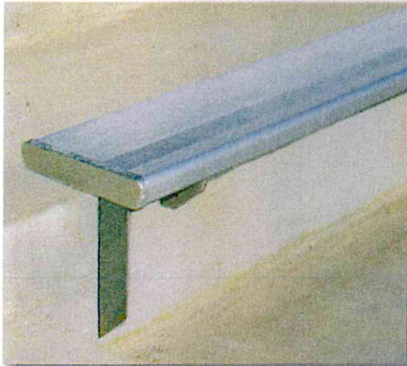
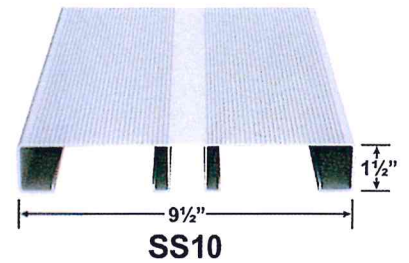
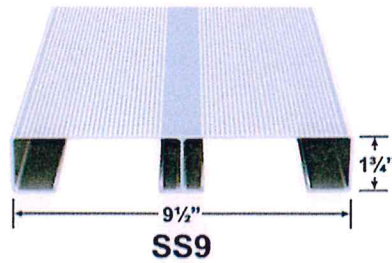
Recommended for:

Football	Baseball	Softball
Soccer	Lacrosse	Tennis
Track	Motorsports	Aquatic
Rodeo	Exposition	Ice Rink



New or existing. Large or small.

The most effective seating for steel and concrete facilities.



Features

- Rugged aluminum extrusion alloy 6063-T5
- Four different seating models and widths
- Serrated surface with 2" flat strip for numbering
- Lengths of 8' - 30'
- Clear anodized finish

Options

- Matching backrests and armrests
- Contoured backrests
- Clear anodized or powder coat
- Powder coated finish on backrest



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STURDI Series 6000



Stadium Chairs

The Sturdi Series 6000 represents our top of the line stadium chair, offering tremendous versatility for any venue requiring a premium option for VIP seating.

With installations all across the U.S., the Sturdi Series 6000 has proven its durability by standing the tests of time, weather, and intense spectator use.

This rugged chair is offered in a variety of configurations and suitable for new or existing facilities and steel or concrete understructures.

Features:

- Manual rising seat (self-rising optional)
- Extruded aluminum alloy
- Clear anodized aluminum seats and backs
- Offered in 19", 20", 21" and 22" center to center
- Optional Powder coated finished backs
- Five Year Limited Warranty



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www.Sturdisteel.com



CARDINAL Series 3000



Stadium Chairs

For the ultimate in aesthetics and comfort, the Cardinal Series chairs are a premium choice for all sporting venues requiring a reserved section or VIP seating.

Our ergonomic self-rising stadium chair meets industry standards for audience safety, rugged durability and easy maintenance.

Chairs are available with or without armrest and cup holders and offered in a range of standard and custom colors.

Features:

- Self-rising, gravity-tip and maintenance-free high grade polyethylene containing antistatic and ultra-violet protection
- Three frame finishes: Galvanized, Black (shown), Hammered Antique Grey
- Offered in 19", 20", 21", 22" center to center
- Five Year Limited Warranty

Standard Colors



While Sturdisteel has made every effort to represent our standard colors as accurate as possible, these are intended as a guide only and should not be regarded as absolutely correct. If you would like to see a color sample of any product, please call our toll free number.



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EAGLE Series 1000



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Bleacher Seats

Sturdisteel Eagle Series 1000 bleacher seats are a value choice for sporting venues requiring a reserved section for installation on existing or new plank aluminum seating.

Our ergonomic polyethylene seat is designed for comfort and longevity, giving the spectator a defined seat space. Generate revenue for your school, team or organization by adding optional engraved names plates.

Eagle seats are available in four standard colors and custom colors for a minimum of 1000 units.

Features:

- High grade polyethylene containing antistatic and ultra-violet protection
- Recessed hardware and drainage slot
- Number plate and optional name plate available for fund-raising
- Installs on 10" square aluminum seating plank
- Five Year Limited Warranty



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Sturdisteel

TEAM BENCHES

*“Seating that lasts a lifetime –
and then some”*



Sturdisteel team benches feature rugged extruded aluminum seats and strong, galvanized steel frames on select standard lengths. Engineered for continual rigorous use, these heavy-duty benches are ideal for both indoor and outdoor applications, and remain maintenance-free for years of service.

Our standard lengths will accommodate 6-18 seats, and are ideal for all sports including baseball, softball, soccer, hockey, football, lacrosse or basketball.

Features

- Galvanized steel frame & hardware
- 10" anodized aluminum seats
- Portable, surface or permanent mount
- 9', 15, 21 & 27 standard lengths
- Custom lengths available

Options

- Aluminum anodized backrest
- Powder coated backrest



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Sturdisteel PICNIC TABLES

*"Seating that lasts a lifetime –
and then some"*



5Year
Warranty

ORDER NOW
3 DAYS
SHIPPED FAST

MAD 
IN TEXAS ★ U.S.A.
SINCE 1934

Ideal for all types of commercial and recreational areas, Sturdisteel picnic tables are engineered to withstand rigorous use, and provide years of maintenance-free service. These rugged picnic tables are the strongest, most durable offered anywhere, and are constructed of heavy-duty galvanized steel frames.

- ✓ *Outdoor common areas*
- ✓ *Sports facilities*
- ✓ *Parks and recreation*
- ✓ *Rest areas*
- ✓ *New or existing facilities*

Features:

- 2" square galvanized steel frame
- Aluminum or treated wood tops & seats
- Galvanized hardware
- 6' or 8' lengths
- Portable or surface mounted
- Handicap access tables available
- Custom lengths available

Dimensions

- 6-person table: 56" W x 72" L x 30" H
- 8-person table: 56" W x 96" L x 30" H



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STURDIWRAP™

STADIUM BANNER SYSTEMS

*"The bleacher wrap is absolutely fantastic! It's the most talked about feature of the stadium."
- Kerrville 1*



Durable and long lasting stadium wrap solutions for athletic facilities.

Enhanced Aesthetics

Custom designed and professionally installed on new or existing structures- transforming your facility with impactful graphics.

Generate Revenue

Maximize your sponsor's advertising impact by turning what is most likely, the largest square footage available in your stadium, into a highly-visible billboard.

Create Storage

Turn your open space into necessary hidden storage and eliminate fan traffic under the bleachers.

Applications

- Bleacher front, side or back
- Stadium signage
- Sponsorship banners

Features

- PCV coated polyester mesh
- 30% allowable wind flow
- Galvanized steel hardware
- One year warranty



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