

# TIPS VENDOR AGREEMENT

**Between** Nutrislice, Inc. **and**  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

**For**

## RFP 180306 Technology Solutions Products and Services (2)

### 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 TIPS 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. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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.

## 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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### **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 company.

### **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 Members 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 a two (2) year term with an option for renewal for additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **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.

**Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

**Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

**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.

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](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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 by third parties 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **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 solicitation's specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

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

If a deviation of pricing/product on a purchase order or contract modification occurs, 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 Proposal 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. Supplemental Vendor's Agreement documents 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.

**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 TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract 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.

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**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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

**Legal obligations**

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

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

**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 permitted for the TIPS Member to provide a general

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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

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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.

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor’s response to same 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.

## SECTION HEADERS OR TITLES

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

## NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

## Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

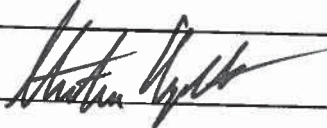
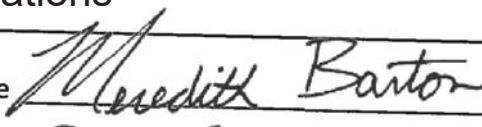

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt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

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

# TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Company Name Nutrislice Inc  
Address 295 Interlocken Blvd, Suite 100  
City Broomfield State CO Zip 80021  
Phone 866-524-3444 Fax 650-618-0463  
Email of Authorized Representative stanton@nutrislice.com  
Name of Authorized Representative Stanton Aydlett  
Title Director of Finance  
Signature of Authorized Representative   
Date 4/10/2018  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 5/25/18

# 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 x			Department Building
Fax				
Bid Number	180306			Floor/Room
Title	Technology Solutions Products and Services (2)	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/1/2018 08:05 AM (CT)			Email
Close Date	4/30/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company Nutrislice (Nutrislice, Inc)  
 Address 295 Interlocken Blvd, #100  
 Broomfield, CO 80021

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (650) 745-5657  
 Fax  
 Email  
 Submitted 4/30/2018 01:14:49 PM (CT)  
 Total \$0.00

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

Signature Maggie Miller

Email maggie@nutrislice.com

## Supplier Notes

## Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170306 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. Both have the same termination date.

## 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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> 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.)	Nutrislice enables foodservice providers to give their customers the digital experience they demand. Nutrislice is a powerful open platform for digital menus, ordering, and signage.
6	Primary Contact Name	Primary Contact Name	Braden Weeks
7	Primary Contact Title	Primary Contact Title	Staff Accountant
8	Primary Contact Email	Primary Contact Email	braden@nutrislice.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8665243444
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Pat Stephens
13	Secondary Contact Title	Secondary Contact Title	Director of Sales
14	Secondary Contact Email	Secondary Contact Email	pat@nutrislice.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	720-863-6340
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
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.	Braden Weeks
19	Admin Fee Contact Email	Admin Fee Contact Email	braden@nutrilslice.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8665243444
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Braden Weeks
22	Purchase Order Contact Email	Purchase Order Contact Email	accounting@nutrilslice.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8665243444
24	Company Website	Company Website (Format - www.company.com)	nutrilslice.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	45-3253330
26	Primary Address	Primary Address	295 Interlocken Blvd, Suite 100
27	Primary Address City	Primary Address City	Broomfield
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CO
29	Primary Address Zip	Primary Address Zip	80021
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.)	menu app, digital signage, online menus, digital ordering, mobile ordering, menu boards, Nutrilslice,
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?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Broomfield
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Colorado



35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."	(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.	
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%.	0%
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	Vendor agrees to remit to TIPS the required administration fee? 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.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	No

44	Start Time	Average start time after receipt of customer order is ____ working days?	1
45	Years Experience	Company years experience in this category?	7
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 Texas HB 89- Texas Government code §2270 compliance 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. YES
- 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 verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (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 TIPS will be notified in writing by email to TIPS@TIPS-USA.com 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 result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.
- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:  
  
Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?
- 53 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
- 54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 Antitrust Certification Statements (Tex.  
Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies (No Response Required)  
that:

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

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

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

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

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

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.

57 Suspension or Debarment Certification

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

Yes

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

58 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](mailto: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.

Yes

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.

- |    |  |   |                        |
|----|--|---|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p>   | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>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.</p> <p>Does vendor agree?</p>   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes                    |



62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <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). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?</p> <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. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <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) 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). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
66	Indemnification	<p>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."</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

67 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
68 Remedies Explanation of No Answer		
69 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
70 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?

- |    |   |   |              |
|----|---|---|--------------|
| 71 | Alternative Dispute Resolution                          | 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.<br>Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer |   |              |
| 73 | Infringement(s)   | The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.<br>Do you agree to these terms?  | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer                |   |              |
| 75 | Acts or Omissions                                       | The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.<br>Do you agree to these terms?  | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer              |   |              |
| 77 | Contract Governance                                     | Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.  | Yes          |

78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82 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>	
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84 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>	
85 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, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</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.

[illegible]

## 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.

**Nutrislice Inc**

Name of Organization

295 Interlocken Blvd, Suite 100, Broomfield CO, 80021

Address, City, State and Zip of Organization

**Stanton Aydlett, Director of Finance**

Name & Title of Submitting Official

Signature

Date

4/10/18

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: Stanton Aydlett  
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:**

**Nutrislice Inc.**

(Name of Corporation)

**Benjamin Roberts**

I, **Benjamin Roberts**

(Name of Corporate Secretary)

certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

**Stanton Aydlett**

(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

**Director of Finance and Accounting**

(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.

**N/A**

CORPORATE SEAL if available



SIGNATURE

**April 30, 2018**

DATE

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

The Education Service Center Region 8 and TIPS 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?**

(Check one)

☒ YES or NO ☐

**2. If yes to #1, do you agree to comply with the following federal requirements?**

(Check 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 Nutrislice Inc.

Print name of authorized representative Stanton Aydlett

Signature of authorized representative 

Date 4/10/18

## 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, Stanton Aydlott as an authorized representative of  
Nutrislice Inc, a contractor/vendor  
Insert Name of Company

engaged by

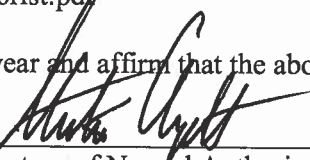
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

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.

AND

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

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

  
Signature of Named Authorized Company Representative

4/10/18  
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.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and 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 and Title 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

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

**OR**

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**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.

Maggie Miller Marketing Manager  
Printed Name authorized company officer Title of authorized company officer

295 Interlocken Blvd #100 Broomfield, CO 80021  
Address City State ZIP Phone

Signature [Signature] Date 4/30/18



**Nutrislice Inc**

# **Proposed Goods & Services**

Nutrislice offers 3 seamlessly integrated products that fully meet the specifications of this RFP.

## Digital Menus – Mobile App and Website

- *Menus on all your devices.* Nutrislice Digital Menus let your parents and students have access to your menus no matter where they are. Menus are available on desktop computers, tablets, and on Apple or Android phones via the Nutrislice mobile app.

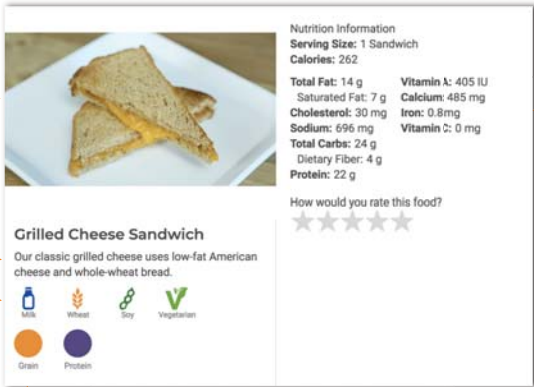
### Menus On Any Device



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- *Detailed Food Profiles.* Each food on a Nutrislice menu holds a wealth of information. Display your menu items in a beautiful modal that includes a customer-friendly name, food photo, description, allergen and special diet icons, nutrition info, ingredient list, and MyPlate components. All this information is centrally maintained in the Foods section of Nutrislice, and automatically pulled in each time a food is placed on a menu.

## Food Profile



The screenshot shows a food profile for a "Grilled Cheese Sandwich". It includes a photo of the sandwich, nutritional information, a description, allergen and special diet icons, and a feedback section. Annotations with arrows point to specific parts of the profile:

- Food Image**: Points to the photo of the sandwich.
- Nutritional Information**: Points to the table of nutrients.
- Description**: Points to the text describing the sandwich.
- Allergen & Special Diet Icons**: Points to the icons for Milk, Wheat, Soy, Vegetarian, Grain, and Protein.
- MyPlate Icons**: Points to the Grain and Protein icons.
- Feedback**: Points to the star rating section.

Serving Size: 1 Sandwich	
Calories: 262	
Total Fat: 14 g	Vitamin A: 405 IU
Saturated Fat: 7 g	Calcium: 485 mg
Cholesterol: 30 mg	Iron: 0.8mg
Sodium: 696 mg	Vitamin C: 0 mg
Total Carbs: 24 g	
Dietary Fiber: 4 g	
Protein: 22 g	

**Grilled Cheese Sandwich**  
Our classic grilled cheese uses low-fat American cheese and whole-wheat bread.

Icons: Milk, Wheat, Soy, Vegetarian, Grain, Protein

How would you rate this food?  
★★★★★

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- **Customizable Allergen Filters.** Create custom allergen and special diet groups to allow parents and students to easily identify and filter out menu items with potential allergens. Go beyond the Big 8 allergens and add from our library of over 50 icons. You can even upload custom icons to meet all your student's needs. The Nutrislice Admin includes an approval workflow, so foods never appear to be allergen-free when they have not been coded yet.

## Allergens & Special Diets



The "Add Icon" form includes a disclaimer, upload instructions, a search bar, a grid of icons, and input fields for the icon name and help text.

**Add Icon**

Client assumes responsibility for the accuracy and propriety of using any icons to label its foods, and for compliance with federal, state and local food labeling laws and regulations.

**Icon Uploads:** Icon images should be a minimum of 100x100px and no more than 1000x1000 in file size. PNG-24 images with transparent backgrounds are preferred. [Learn more.](#)

Select Icon Graphic:

Grid of icons: Upload Custom Icon, Farm to School, MSG, and various allergen/special diet icons.

Icon Name:

Help Text:

Buttons: Cancel, Add Icon

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*Provide your customers with detailed information on allergies, special diets, and any other special food icon*

- Infinite icon capabilities
- Highlight special diets like gluten-free, vegan, and vegetarian
- Filter menu items based on allergens
- Add promotional icons like 'Farm to School' or 'Chef Special' to showcase your program



- **Web and Print-Friendly Carb Count Report.** Stop maintaining a separate spreadsheet and reduce the number of calls from your school nurses. The Menus

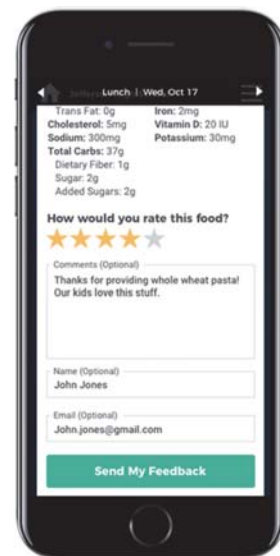
software automatically creates a web and print-friendly carbohydrate report from your nutrition information. Our report includes total carbs, fiber, and serving size, so nurses can accurately dose medication.

- *Ratings and Feedback done right.* Student feedback on your foods is one of the most valuable data points you can get. The best part is that it is private feedback – you want the feedback, but you don’t want your students posting obnoxious or crass publicly visible feedback just to get a laugh from their friends! You will be the only one who will see the ratings and feedback. We also use an industry-standard five-star rating system that was built with input and feedback from academics from Harvard Business School, Cornell, and other reputable University systems. The data you collect through Nutrislice can be trusted and used to make business decisions.

## Feedback

*Capture customer feedback on your foods*

- 5-star rating system with comments
- Optional contact information
- All feedback is stored privately, not displayed to customers



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- *Push Notifications.* Take real-time communication to the next level by immediately pushing messages through the app to your customers’ devices. You can push a message for all the users in your district, or just those who have selected a particular school or schools. Notifications can even be scheduled so you can plan your marketing in advance.

## Mobile Notifications



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*Ensure your most important notifications get read*

- Free form text field to write whatever you want
- Target specific schools or district-wide
- Schedule in advance
- Great for announcing new items, special events, reminders, or menu changes

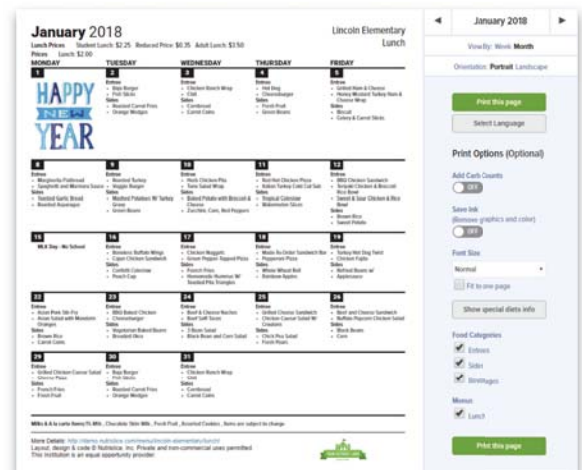


- *Slide-out menus.* It's now possible to embed your menus on any website within your district, making it easy and quick for your parents and students to know what's for lunch. With the click of a button, your menus can slide out from the side of the screen and retract just as easily. Slide-out menus can be customized to match the colors of your existing website, so users have a seamless experience.
- *Dynamic, Customizable Print Menus.* Nutrislice print menus include functionality to fit any menu to printable page proportions in a beautiful, user-friendly format. Your parents, students, and nursing staff can also use this tool to create a custom print menu specific to the needs of the student by filtering for allergens or other dietary specifications. Configurable user options for print menus include: customizable font sizes including shrinking to fit single page, setting to ideal reading-sized fonts, or printing with a large accessible font; allowing users to filter, identify, or highlight foods based on ingredient and nutritional information in order to print a custom menu for a person with specific diet restrictions (school nurses and families with food allergies or diabetes appreciate this); customizable language translation of print menu; user selection of stations or food categories (entrée, side, etc.) to print or exclude from print; inclusion of customizable icons on print menus; and inclusion of carb counts on the print menu. Configuration options include presets such as “ink-saver mode.”

## Print Menus

*Allow parents and students to personalize their menu before printing*

- Filter or highlight menu for allergens and special diets
- Add carb counts
- “Fit to one page” capability



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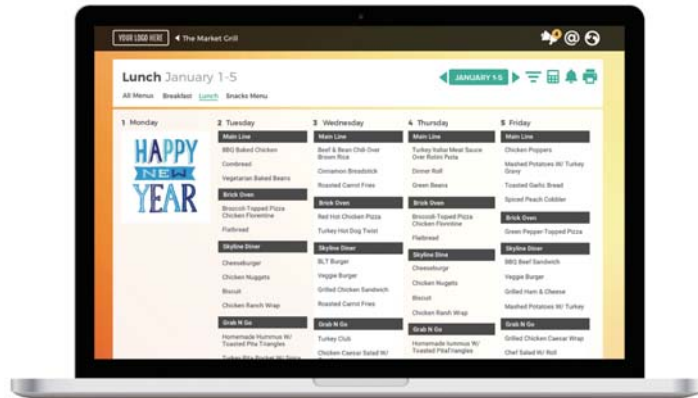


- **Serving Size Conversions.** The software will automatically scale nutrient data based on different serving sizes indicated for different age groups or locations, and aggregate nutrient data for composite menu items.
- **Summer Meal Finder.** The Nutrislice app is useful year-round with the addition of our Summer Meal Finder. Parents and students can view a map of all your summer feeding sites, with custom info like hours of operation, contact info, and menus. We can also provide an integration with USDA database of summer meal sites. This feature is embedded into the existing Nutrislice app that parents and students already use.
- **Complete Automation with Nutrislice Digital Signage.** Your menus automatically update your digital screens, including pictures, allergen, and nutrient information, so you can “set it and forget it”, being confident that you only have to update your menu in one place and your entire system will be up to date.
- **Email Subscription.** Parents can subscribe to your menus, so that you can easily email them a link to the menu of their choice each month. This convenient option promotes user adoption.
- **Integration and partnership with district mobile app providers.** Our experience and partnerships integrating with general purpose school district app providers makes Nutrislice menus available directly in your district’s mobile application. Menus can be linked in any app through mobile web links. Nutrislice also has an exclusive partnership with Blackboard Mobile that lets us offer an industry-best integration to our mutual clients.
- **Compatible with your systems.** Nutrislice is compatible with most menu planning tools. Food and menu data can be exported from your back-end system and imported to Nutrislice.

- *Accessibility Compliance.* Your menus need to be accessed by a diverse group of users. Nutrislice makes sure that all users, including those with disabilities, are able to access the information you provide. Nutrislice Menus meet WCAG 2.0 AA Guidelines for accessibility.
- *Analytics.* Measure your reach with our analytics platform, which provides helpful data on how many users are visiting your menus and which devices they are using. Nutrislice Analytics are accessible through the same admin portal used for menu and signage management.
- *Easy Menu Formatting.* Nutrislice offers a variety of formatting options for your menus, including the use of station titles. This helps customers easily identify sections within the daily menu, such as Entrees, Manager's Choice, Fruits, or Vegetables.
- *Unified Admin Site.* All Nutrislice products are managed through a single admin portal, making it easy for district personnel to create content and manage all platforms.
- *Amazon Alexa Skill.* Nutrislice is the only vendor in the industry to offer an integration with Amazon's voice assistant service, Alexa. There are tens of millions of Alexa-enabled devices, such as the Amazon Echo and Dot, in the market today. The service will remember the district and school that the user initially selects, so all they have to do is ask "What's for lunch?". Parents and students don't have to touch a device, computer, or piece of paper to find out what you're serving! Check it out: <https://www.amazon.com/Nutrislice-Inc-School-Menus-By/dp/B01JFUHN0K>
- *Enterprise-grade permissions.* All Nutrislice tools have a powerful permissions, roles and access management system that lets you create custom administrative user roles with varying levels of permissions within the software.
- *Language Translation.* Nutrislice is instantly translatable into over 50 languages. We use Bing Translate, and translations can be customized by native speakers.
- *Positive Food Highlights.* Most menu systems let you identify and filter out allergens through menu filters. Only Nutrislice lets you label and highlight foods with positive labels like "Locally Sourced", "Farm Fresh", "Chef Recipe", "Gluten Free", etc.
- *Informative Messages.* Include a variety of messages on your menus, including links to other important resources, like your free & reduced application. Messages can be images, buttons, text boxes, videos, or price lists.
- *Custom Downloads.* Share more info about your foods, like a recipe, handout, or manufacturers label.
- *Easy-to-Use Menu Builder.* Create and manage cycle menus with ease. Our menu builder makes it simple to make one-time changes to your cycle and supports skipping weeks for holidays like spring and winter breaks.
- *Image Smart Match & Content Library.* Our Smart Match tool helps you quickly assign images to your foods with the help of visual scanning technology. This tool can be used with your own images, or the Nutrislice Library which contains over 500 images of school foods.
- *Menu Graphics.* Add standalone images to your menus. Images can be your own or selected from the Nutrislice Library. Menu Graphics allow you to add logos for

station concepts, celebrate a special event, and add color to your web and print menus.

## Menu Graphics



*Celebrate holidays and add images to your menus*

- Add images for holidays, station titles, and special events
- Select holiday images from the Nutrislice Content Library

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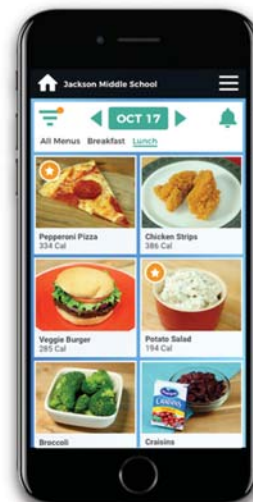


- **Holiday Groups.** Enter your school holidays in a central location and let them automatically appear on the menu. No deleting and re-arranging of menus! You can even add images to help celebrate each holiday.
- **Grid Layout.** Put your foods front and center by displaying your menus as a grid of food images, rather than a list of food names.

## Image-Focused Layout

*Make your foods the highlight of your menu*

- Entice customers with images of all your foods
- Choose to display price & calorie info



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## Digital Signage – Connecting Visually

- *Customizable, Automated Menu Content.* You can configure your digital menu boards from a wide array of options to automatically display your menus. Once you've configured what you want your menu board to look like, you don't have to lift a finger and the content will automate each day. Changes that are made to your Nutrislice Menus website will automatically be reflected on your Digital Signage.

### Seamlessly Integrated Platform



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*Effortlessly display all the information your customers need*

- High-quality food imagery
- Unlimited allergen and special diet icons
- Nutrition facts
- Automatically synced from your Nutrislice Menus



- *Multiple Menu Styles.* Nutrislice allows you to display your menu information in a list, or as pictures, which can be shown one at a time or in a grid. For example, you can display your full list of menu items on one side of the screen, while choosing to highlight photos of your entrees on the other side. Menu item details like calories & macros, allergen icons, prices, and short descriptions can also be displayed. All this menu item information is automatically synced from your Nutrislice Menus, so there is no duplication of effort.
- *Screen-Specific Content.* With Nutrislice, you can assign pieces of content, or content-folders to specific screens within a presentation. This time-saving feature allows you use one presentation across multiple screens, while still displaying unique content.
- *Location-Based Automation.* Nutrislice Digital Signage uses powerful automation to decrease the amount of unique content you need to create. Screens will automatically use menus and color schemes for their assigned school, and unique color schemes can even be assigned per screen. Each screen is a standalone unit, so multiple screens at one school can display unique content.

- *Remote, Centralized Management.* Nutrislice Digital Signage content, presentations, screens, and players are all managed from a central admin portal (the same one used for Nutrislice menus). Using this website, district admins can check player statuses, create new users, and assign custom roles and permissions for employee access.
- *Non-Proprietary Hardware.* Nutrislice hardware is non-proprietary and can be reconfigured for other uses. Since our hardware is non-proprietary, you are not required to purchase it through Nutrislice.
- *Installation Options.* We use local installers through a trusted national network of technicians that has partnered with Nutrislice. Some other vendors have complicated software and hardware that require the use of expensive in-house installation teams who fly in to your district for a few days in order to get the system up and running. They then fly back to their home state and have limited availability if anything goes wrong. Not only is this expensive, it results in worse service. Because Nutrislice software and hardware is totally turnkey and easy to use, we can offer more economical options, including installation through a trusted national partner network with a full-time audiovisual technician who lives and works locally to your school district. All our providers are trained specifically on Nutrislice systems and are background-checked, licensed, warrantied, and insured so you don't have to worry. During an installation a Nutrislice project manager (employee) will work with your district to scope and schedule the work, and then work directly with the installer technician while he or she is on site to ensure that the project is a complete success. Our flexible installation options are one more reason most school districts choose Nutrislice.
- *Enterprise-grade permissions.* All Nutrislice tools have a powerful permissions, roles and access management system that not only lets you not create custom administrative user roles with varying levels of permissions within the software, but also allows you to determine access and permissions based on a user's assigned location(s). This level of access management can be critical when you have staff who are responsible for managing digital signs at just one or a few of your locations.
- *Compatibility.* It works everywhere! The system works on ChromeOS (preferred), Windows, Mac, as well as System-on-a-Chip digital signage displays to enable player-less configurations.
- *Secure Systems.* Nutrislice has selected hardware options and built our software to be secure from tampering and hacking. Our recommended set up uses a Chromebox in kiosk mode, which can only be changed by an administrator from within your Google Device Management. All communications are sent over https secure protocols and user information is encrypted.
- *More than Menu Content.* In addition to displaying your menus, Nutrislice supports adding custom images, text, weather, tickers, videos and clocks.
- *Customizable Layout Builder.* The possibilities are endless with our layout builder. Create zones and arrange them on the canvas however you want. This new tool gives you complete creative control over your presentations.

- *Presentation Templates.* Create templates presentations to use within your district or start your presentations by using a template from the Nutrislice Library. Using presentation templates in conjunction with limited user roles allows you to delegate control of your content management while maintaining the look and feel of your brand. Using a template from the Nutrislice Library gives you an instant presentation. The layout is built, and the content is styled. All you need to do is select which menu should be displayed.

## Instant Presentation Templates



*Save time by using our professionally designed templates*

- Take the guesswork out of presentation design
- Plug & Play- just select which menus to use
- Customizable with your own content

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- *Content Folders.* Group your signage content into folders to avoid repetitive work and easily publish content across multiple presentations.
- *Nutrislice Content Library.* Choose from over 800 pieces of nutrition education, program promotion, and fun content to engage your students.

## Digital Ordering

Our digital ordering module seamlessly extends the Nutrislice Menus software. We're speeding up the lunch line and providing parents, students and staff with an experience they've never had with school lunch. Now, you can place your food order up to days in advance (configurable), and when it comes time to pick up the meal, you can skip the long line and go directly to a pre-order pickup line. The result is a lot more time for your students or staff to eat their lunch and socialize with friends.

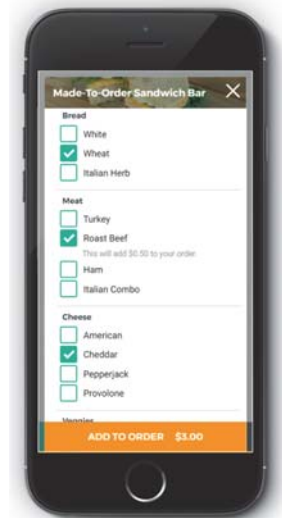
- *Includes all Nutrislice Menus features.* Since Nutrislice Ordering is an add-on module to Nutrislice Menus, your customers will continue to have access to the same detailed information about your menu items. This includes food images, descriptions, allergens, nutrition information and ingredients.

- *Mobile and Web support.* Nutrislice Ordering is available via the same iOS and Android apps and mobile website used for Nutrislice Menus. Ordering can be embedded onto any website via slide-out menu, which can be implemented by generating a simple code in the Nutrislice admin. The ordering experience is available on all types of devices, including mobile phones, tablets, and desktop computers.
- *Customizable Ordering Windows.* We know that you only want to accept orders during a certain time frame. Nutrislice Ordering allows you to set ordering windows based off your serving hours. Choose a cut-off time any number of days, hours, or minutes before serving time. You can also specify how many days in advance of service an order can be placed. Since cut-off times are based off your serving hours, they can differ by location and day of the week.
- *Pickup Periods.* Each one of your schools is a unique operation, which is why Nutrislice lets you create location-specific pickup periods. During checkout, each customer will be required to select which meal period they want to order for (ex. Lunch A, Lunch B, Lunch C). These can be custom-named to use the terminology your students are familiar with.
- *Customizable Menu Items.* Nutrislice has a powerful array of ordering options that allow customers to personalize their order. Types of ordering options are multiple choice, scale, and quantity. Foods can also be bundled to include side and a la carte items. This framework supports any configuration, from a simple flavor choice all the way up to “build-your-own” style entrees.

## Restaurant-Style Food Customization

*Allow customers to personalize their meal*

- Perfect for “Build Your Own” entrees
- Increase ticket size by adding extras and sides
- Create meal bundles for reimbursable meals



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- *Price Adjustments.* Ordering options, add-ons, or sides can carry a price adjustment to add to the overall cost of the meal.
- *Account Options.* Upon checkout, users can check out as a guest, log into an existing user account, or save their information to create a new user account.

Accounts will save a user's name, email address, ID number, and payment methods.

- *Enable for specific schools and menus.* Managers have tight control over which schools and menus have ordering capability. Ordering switches are located on the school, menu type, and menu levels. This layered approach makes it so the same menu can appear at several schools, but only be orderable at one.
- *Ticket Printing.* Order tickets are formatted to print on a thermal receipt printer (preferred) but can also be printed on a standard printer. Tickets can be printed individually or in bulk.
- *Easy to Use Order Queue.* When an order is placed, it will appear in an order queue within the Nutrislice Admin. From the queue, managers can change the order status (submitted, in progress, ready, picked up, cancelled), and print order tickets.
- *Email Receipts.* After submitting an order, the customer will see an order confirmation on their screen and receive a receipt via email. The addition of scannable Student ID barcodes to these emails will be ready for the 2018-19 school year.
- *Ordering Profiles.* Ordering Profiles allow parents to easily place orders for multiple children. Create a profile for each child, then select which profile to use during checkout.

## Hardware Options

Nutrislice offers hardware packages with Phillips Q Line displays and Asus Chromeboxes. Spec Sheets follow.



Philips Signage Solutions  
Q-Line Display

49"

4K UHD (3840 x 2160)  
Ultra HD

**Signage**Solutions

49BDL3050Q

## Intensify your signage experience

With priceless performance

Deliver startlingly clear images in a more eco-friendly way with the Q-Line display. High on performance and reliability, yet low on power consumption, it is ideal for projects where no compromise is accepted.

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- 4K Ultra HD: resolution like you've never seen it before

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- Create and update content with CMND & Create
- Schedule what you want, when you want with SmartPlayer
- Connect and control your content via the cloud with HTML5

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- Manage settings of multiple displays with CMND & Control
- SmartPower for energy saving

# PHILIPS



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See your Signage Solutions like never before thanks to four times the resolution of a conventional Full HD display. 3840 x 2160 pixels provide an image so refined, so lifelike, it's a window to a new world.

## Powered by Android

With Android OS integrated into the display, you can work with the most developed OS on the planet and save your own app directly into the display. Or, choose from the large library of Android apps and play content from there. With the built-in scheduler, you can daypart your apps and content based on your customer and time of day and with the auto orientation feature, showing content in portrait or landscape is as simple as turning the display.

## CMND & Control



With CMND & Control, easily manage multiple displays in a central location. With real time display monitoring, setting and software updates from a remote location, and the ability to customize and configure multiple displays at once, such as video wall or menu board displays, controlling your suite of displays has never been easier.

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Design and create compelling content with CMND & Create, a powerful authoring tool. With a drag and drop interface, preloaded templates, and integrated widgets, you'll be able to amaze your customers with compelling content. Available in portrait and landscape mode.

## SmartBrowser



Connect and control your content via the cloud with the integrated HTML5 browser. Design your signage content online and connect it with a display or with your complete

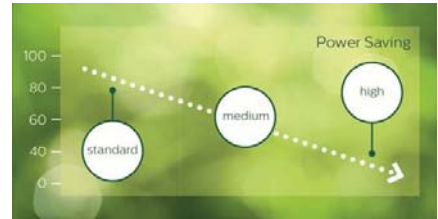
network. Simply plug in a RJ45 internet cable for network connection, connect the display with the dedicated url-address and you are ready to play your cloud based content.

## SmartPlayer



Turn your USB into a true cost effective digital signage device. Simply save your content (video, audio, pictures) on your USB and plug into your display. Create your playlist and schedule your content via the on screen menu, and enjoy your own created playlists anytime, anywhere.

## SmartPower



The backlight intensity can be controlled and pre-set by the system to reduce the power consumption by up to 50%, which saves substantially on energy costs.

# Specifications

## Picture/Display

- Diagonal screen size: 48.5 inch / 123.2 cm
- Panel resolution: 3840 x 2160
- Optimum resolution: 3840 x 2160 @ 60 Hz
- Brightness: 350 cd/m<sup>2</sup>
- Contrast ratio (typical): 1200:1
- Response time (typical): 9 ms
- Aspect ratio: 16:9
- Viewing angle (H / V): 178 / 178 degree
- Pixel pitch: 027963 x 027963 mm
- Display colors: 1.07 Billion
- Picture enhancement: 3/2 - 2/2 motion pull down, 3D Comfilter, Progressive scan, 3D MA deinterlacing, Dynamic contrast enhancement, Color Enhancement, Color Temperature Adjustment, De-interlacer, Noise Reduction, Smart Picture
- Operating system: Android 5.1
- Panel technology: IPS

## Supported Display Resolution

Computer formats	
Resolution	Refresh rate
1280 x 768	60Hz
1280 x 800	60Hz
1360 x 768	60Hz
1280 x 1024	60Hz
720 x 400	70Hz
1024 x 768	60, 75Hz
800 x 600	60, 75Hz
1600 x 1200	60Hz
1920 x 1080	60Hz
640 x 480	60, 72, 75Hz
Video formats	
Resolution	Refresh rate
720p	50, 60Hz
1080p	50, 60Hz
1080i	25, 30Hz
480i	30, 60Hz
576i	25, 50Hz
480p	30, 60Hz
576p	25, 50Hz
2160p	30, 50, 60Hz

## Connectivity

- Video input: DVI-D, VGA (Analog D-Sub), USB, HDMI (x2)
- Audio input: 3.5 mm jack
- Audio output: Audio Left/Right (RCA)

- External control: RS232C (in/out) 2.5 mm jack, IR (in/out) 3.5 mm jack, RJ45
- Other connections: Analog (D-sub input), Analog audio Left/Right out, DVI-D, HDMI in 2x, IR out, micro SD, PC Audio in, PC-In VGA, USB, USB 2.0, VGA in

## Convenience

- Screen saving functions: Pixel Shift, Low Brightness
- Keyboard control: Lockable
- Network controllable: LAN (RJ45), RS232, RJ45
- Energy saving functions: Smart Power
- Placement: Landscape
- Remote control signal: Lockable
- Ease of installation: Remote Control Lock
- Memory: 8GB eMMC
- Other convenience: Kensington lock, VESA mount (400x200mm)
- Signal Loop Through: IR Loophrough, RS232
- Tiled Matrix: Up to 10 x 15

## Dimensions

- Bezel width: 11.9 (Top/Left/Right) 14.4 (Bottom) mm
- Set dimensions (W x H x D): 1099.2 x 631.9 x 62.4 mm
- Set dimensions in inch (W x H x D): 43.28 x 24.88 x 2.46 inch
- Product weight: 11.5 kg
- Product weight (lb): 25.36 lb
- VESA Mount: 400 x 400 mm, M6

## Operating conditions

- Altitude: 0 ~ 3000 m
- Temperature range (operation): 0 ~ 40 °C
- Temperature range (storage): -20 ~ 60 °C
- Relative humidity: 20 ~ 80 (operation), 10 ~ 90%(storage) %
- MTBF: 50,000 hour(s)

## Power

- Mains power: 100 ~ 240 VAC, 50 ~ 60 Hz
- Consumption (On mode): 125 W
- Standby power consumption: <0.5W
- Power Saving Features: Smart Power

## Sound

- Built-in speakers: 2 x 10W RMS

## Accessories

- Included accessories: AC Power Cord, RS232 cable, Batteries for remote control, Quick start guide, Remote Control, IR sensor cable (1.8M)
- Optional accessories: Table top stand
- Included Accessories: RS232 daisy-chain cable, USB Cover and screw x1

## Multimedia Applications

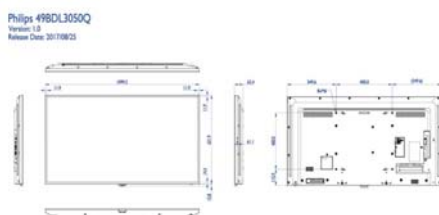
- USB Playback Video: MKV, MP4, MPEG, MPG, TS, VOB, WMV, ASF, AVI, DAT, FLV, WEBM
- USB Playback Picture: BMP, JPEG, JPG, PNG
- USB Playback Audio: AAC, M4A, MP3, WMA

## Miscellaneous

- Warranty: 3 year warranty
- On-Screen Display Languages: Arabic, Simplified Chinese, Traditional Chinese, English, French, German, Italian, Polish, Russian, Spanish, Turkish, Japanese, Czech, Danish, Dutch, Finnish, Norwegian, Portuguese, Swedish
- Regulatory approvals: CE, UL/cUL, CB, FCC, Class B, BSMI, CCC, EAC, EMF, EnergyStar 7.0, PSB

## Internal Player

- Storage: 8GB eMMC
- CPU: Quad Core Full HD
- Memory: 2GB DDR3



Issue date 2018-03-08

Version: 5.0.2

12 NC: 8670 001 42313  
EAN: 87 12581 74363 5

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Philips Signage Solutions  
Q-Line Display

55"

4K UHD (3840 x 2160)  
Ultra HD

**Signage**Solutions

55BDL3050Q

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Deliver startlingly clear images in a more eco-friendly way with the Q-Line display. High on performance and reliability, yet low on power consumption, it is ideal for projects where no compromise is accepted.

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- 4K Ultra HD: resolution like you've never seen it before

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# PHILIPS

# Highlights

## 4K Ultra HD Resolution

See your Signage Solutions like never before thanks to four times the resolution of a conventional Full HD display. 3840 x 2160 pixels provide an image so refined, so lifelike, it's a window to a new world.

## Powered by Android

With Android OS integrated into the display, you can work with the most developed OS on the planet and save your own app directly into the display. Or, choose from the large library of Android apps and play content from there. With the built-in scheduler, you can daypart your apps and content based on your customer and time of day and with the auto orientation feature, showing content in portrait or landscape is as simple as turning the display.

## CMND & Create



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## SmartBrowser



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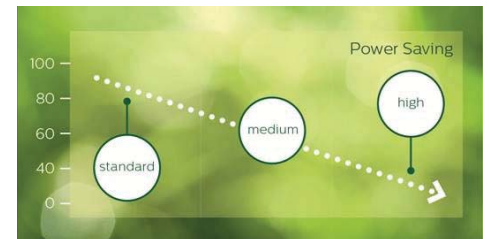
a display or with your complete network. Simply plug in a RJ45 internet cable for network connection, connect the display with the dedicated url-address and you are ready to play your cloud based content.

## SmartPlayer



Turn your USB into a true cost effective digital signage device. Simply save your content (video, audio, pictures) on your USB and plug into your display. Create your playlist and schedule your content via the on screen menu, and enjoy your own created playlists anytime, anywhere.

## SmartPower



The backlight intensity can be controlled and pre-set by the system to reduce the power consumption by up to 50%, which saves substantially on energy costs.

# Specifications

## Picture/Display

- Diagonal screen size: 54.6 inch / 138.7 cm
- Panel resolution: 3840 x 2160
- Optimum resolution: 3840 x 2160 @ 60 Hz
- Brightness: 350 cd/m<sup>2</sup>
- Contrast ratio (typical): 4000:1
- Response time (typical): 8 ms
- Aspect ratio: 16:9
- Viewing angle (H / V): 178 / 178 degree
- Pixel pitch: 0.315 x 0.315 mm
- Display colors: 1.07 Billion
- Picture enhancement: 3/2 - 2/2 motion pull down, 3D Combfilter, Progressive scan, 3D MA deinterlacing, Dynamic contrast enhancement, Color Enhancement, Color Temperature Adjustment, De-interlacer, Noise Reduction, Smart Picture
- Operating system: Android 5.1
- Panel technology: AMVA

## Supported Display Resolution

### Computer formats

Resolution	Refresh rate
1280 x 768	60Hz
1280 x 800	60Hz
1360 x 768	60Hz
1600 x 1200	60Hz
1920 x 1080	60Hz
1280 x 1024	60Hz
720 x 400	70Hz
1024 x 768	60, 75Hz
800 x 600	60, 75Hz
640 x 480	60, 72, 75Hz

### Video formats

Resolution	Refresh rate
720p	50, 60Hz
1080p	50, 60Hz
1080i	25, 30Hz
480i	30, 60Hz
576i	25, 50Hz
480p	30, 60Hz
576p	25, 50Hz
2160p	30, 50, 60Hz

## Connectivity

- Video input: DVI-D, HDMI (x2), VGA (Analog D-Sub), USB
- Audio input: 3.5 mm jack
- Audio output: Audio Left/Right (RCA)
- External control: RS232C (in/out) 2.5 mm jack, IR (in/out) 3.5 mm jack, RJ45
- Other connections: USB, IR out, Analog (D-sub input), Analog audio Left/Right out, DVI-D, HDMI in 2x, micro SD, PC Audio in, PC-In VGA, USB 2.0, VGA in

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- Energy saving functions: Smart Power
- Placement: Landscape
- Remote control signal: Lockable
- Ease of installation: Remote Control Lock
- Memory: 8GB eMMC
- Other convenience: Kensington lock, VESA mount (400x200mm)
- Signal Loop Through: IR Loopthrough, RS232
- Tiled Matrix: Up to 10 x 15

## Dimensions

- Bezel width: 12.9 mm (T/L/R), 14.7 mm (B)
- Set dimensions (W x H x D): 1239.2 x 711.6 x 61.7 mm
- Set dimensions in inch (W x H x D): 48.79 x 28.02 x 2.43 inch
- Product weight: 15.96 kg
- Product weight (lb): 35.19 lb
- VESA Mount: 400 x 400 mm, 200 x 400 mm, M6 x 8

## Operating conditions

- Altitude: 0 ~ 3000 m
- Temperature range (operation): 0 ~ 40 °C
- Temperature range (storage): -20 ~ 60 °C
- Relative humidity: 20 ~ 80 (operation), 10 - 90% (storage) %
- MTBF: 50,000 hour(s)

## Power

- Mains power: 100 ~ 240 VAC, 50 ~ 60 Hz
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## Sound

- Built-in speakers: 2 x 10W RMS

## Accessories

- Included accessories: AC Power Cord, RS232 cable, Quick start guide, Batteries for remote control, Remote Control, IR sensor cable (1.8M)
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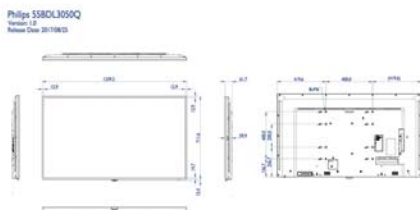
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Issue date 2017-11-26

Version: 4.0.1

12 NC: 8670 001 42314  
EAN: 87 12581 74364 2

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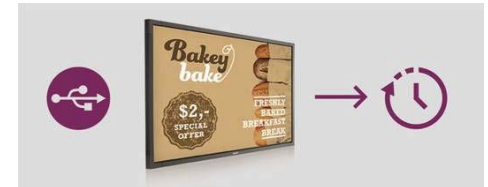
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- Display colors: 1.07 Billion
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- Operating system: Android 5.1
- Panel technology: AMVA

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1280 x 768	60Hz
1280 x 800	60Hz
1360 x 768	60Hz
640 x 480	60, 72, 75Hz
720 x 400	70Hz
800 x 600	60, 75Hz

### Video formats

Resolution	Refresh rate
576p	25, 50Hz
1080i	25, 30Hz
1080p	50, 60Hz
2160p	30, 50, 60Hz
480i	30, 60Hz
480p	30, 60Hz
576i	25, 50Hz
720p	50, 60Hz

## Connectivity

- Video input: VGA (Analog D-Sub), DisplayPort (1.2),

- HDMI (x4), USB 2.0 (Type A) (x2)
- Audio input: 3.5 mm jack
- Audio output: Audio Left/Right (RCA)
- External control: RS232C (in/out) 2.5 mm jack, IR (in/out) 3.5 mm jack, RJ45
- Other connections: AC-out, Analog (D-sub input), Analog audio Left/Right out, Display Port, HDMI, IR out, micro SD, OPS, PC Audio in, RS232 Serial, USB 2.0, USB power outlet (5 V. 2 amp)

## Convenience

- Screen saving functions: Pixel Shift, Low Brightness
- Keyboard control: Lockable
- Network controllable: LAN (RJ45), RS232, Card OPS RS232, HDMI (One Wire)
- Signal Loop Through: RS232, IR Loophrough
- Energy saving functions: Smart Power
- Placement: Landscape
- Remote control signal: Lockable
- Tiled Matrix: Up to 10 x 15
- Ease of installation: Smart Insert, AC Out
- Memory: 8GB eMMC

## Dimensions

- Bezel width: 13.9 (Top/Left/Right) 14.9 (Bottom) mm
- Set dimensions (W x H x D): 1458.7 x 834.7 x 81.6 mm
- Set dimensions in inch (W x H x D): 57.43 x 32.86 x 3.21 inch
- Product weight: 24.8 kg
- Product weight (lb): 54.7 lb
- VESA Mount: 400 x 400 mm, M6

## Operating conditions

- Altitude: 0 ~ 3000 m
- Temperature range (operation): 0 ~ 40 °C
- Temperature range (storage): -20 ~ 60 °C
- Relative humidity: 20 ~ 80 (operation), 10 - 90%(storage) %
- MTBF: 50,000 hour(s)

## Power

- Mains power: 100 ~ 240 VAC, 50 ~ 60 Hz
- Consumption (On mode): 110 W

- Standby power consumption: <0.5W
- Power Saving Features: Smart Power

## Sound

- Built-in speakers: 2 x 10W RMS

## Accessories

- Included accessories: AC Power Cord, RS232 cable, Batteries for remote control, Quick start guide, Remote Control, HDMI cable, IR sensor cable (1.8M)
- Optional accessories: Table top stand
- Included Accessories: RS232 daisy-chain cable, USB Cover and screw x1

## Multimedia Applications

- USB Playback Video: ASF, AVI, DAT, FLV, MKV, MOV, MP4, MPEG, MPG, TRP, TS, VOB, WEBM, WMV
- USB Playback Picture: BMP, JPEG, JPG, PNG
- USB Playback Audio: AAC, M4A, MP3, WMA

## Miscellaneous

- Warranty: 3 year warranty
- On-Screen Display Languages: Arabic, Simplified Chinese, Traditional Chinese, English, French, German, Italian, Polish, Russian, Spanish, Turkish, Japanese, Czech, Danish, Dutch, Finnish, Norwegian, Portuguese, Swedish
- Regulatory approvals: BSMI, CB, CCC, CE, EAC, EMF, EnergyStar 7.0, FCC, Class B, PSB, UL/cUL

## Internal Player

- Storage: 8GB eMMC
- CPU: Quad Core Full HD
- Memory: 2GB DDR3



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EAN: 87 12581 74358 1

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