

TIPS VENDOR AGREEMENT

Between National Glazing Solutions LLC dba NGS Films and Graphics and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for
RFP 190101 Safety Equipment, Supplies and Services

General Information

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

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 unless otherwise specifically agreed in writing by the parties.

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”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes 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 all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. 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 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. 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.

Payments

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

Pricing

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. 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 and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the 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 or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, 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. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded vendor sells or transfers all assets 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. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (only when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement 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 unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

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

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in 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 audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

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.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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

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
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

policy, when the Vendor is responsible for the claim, 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. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
 - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
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Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 190101 Safety Equipment, Supplies and Services

Company Name National Glazing Solutions LLC (dba NGS Films and Graphics)

Address 981 Joseph E Lowery BLvd NW suite 106

City Atlanta State GA Zip 30318

Phone 866-925-2083 Fax 866-966-4256

Email of Authorized Representative james@filmsandgraphics.com

Name of Authorized Representative James Beale

Title Managing Partner

Signature of Authorized Representative _____

Date 1-24-19

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 3/28/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				
Bid Number	190101			Floor/Room
Title	Safety Equipment, Supplies and Services	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	1/7/2019 08:01 AM (CT)			Email
Close Date	2/15/2019 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company NGS Films and Graphics
 Address 981 Joseph E Lowery Blvd NW
 suite 106
 Atlanta, GA 30318
 Contact James Beale
 Department
 Building
 Floor/Room
 Telephone (866) 925-2083 x801
 Fax
 Email james@filmsandgraphics.com
 Submitted 2/13/2019 02:22:31 PM (CT)
 Total \$0.00

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

Signature James Beale Email james@filmsandgraphics.com

Supplier Notes

We believe we can provide significant value to this coop by offering forced entry/ active shooter mitigation systems for schools. Our national sales & installation footprint allows us to turnkey projects and provides a frictionless, efficient process for buyers to implement immediate security upgrades.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	National Glazing Solutions LLC dba NGS Films and Graphics is the nationals largest seller/ installer of 3M security glass films and attachment systems for bomb blast & storm mitigation, active shooter access denial & anti-graffiti applications. Our team of professionals offers free glazing security assessments/ recommendations/ quotes. NGS has also developed a proprietary security retrofit for glass called TRI-SHIELD which is currently deployed all over North America with proven field success and tested to meet penitentiary and psychiatric hospital glazing standards for nobody passage (ASTM F1233 class 1.0)
6	Primary Contact Name	Primary Contact Name	James Beale
7	Primary Contact Title	Primary Contact Title	Managing Partner
8	Primary Contact Email	Primary Contact Email	james@filmsandgraphics.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669252083
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669664256

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4049932704
12	Secondary Contact Name	Secondary Contact Name	Donnie McDaniel
13	Secondary Contact Title	Secondary Contact Title	DR. Business Development- Government
14	Secondary Contact Email	Secondary Contact Email	donnie@filmsandgraphics.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669252083
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669664256
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4047979246
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	alexa McLelland
19	Admin Fee Contact Email	Admin Fee Contact Email	alexa@filmsandgraphics.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669252083
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Donnie McDaniel
22	Purchase Order Contact Email	Purchase Order Contact Email	donnie@filmsandgraphics.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8669252083
24	Company Website	Company Website (Format - www.company.com)	www.film sand graphics.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	270651914
26	Primary Address	Primary Address	981 joseph e lowery Blvd NW suite 106
27	Primary Address City	Primary Address City	Atlanta
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Georgia
29	Primary Address Zip	Primary Address Zip	30318
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.)	3M safety & security window film, forced entry protection, windstorm protection, active shooter mitigation, security doors, blast mitigation films, fragmentation retention films, 3M ultra safety & security tint, 3M scotchshield security films, 3M Impact protection adhesive, LLumar safety films, Madico safety shield window films, Solar Gard armorcoat security films, TRI-SHIELD security system, National Glazing Solutions, NGS Films and Graphics, 3M window films, Glass security

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>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.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	atlanta
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Georgia
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.</p> <p>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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	10%
36	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)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	10

40	Resellers:	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. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. 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.	Yes
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	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?	Yes
43	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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO 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. may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
46	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

- 47 Regulatory Standing Regulatory Standing explanation of no answer on previous question.
- 48 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

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.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 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.

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, 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. 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) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender. Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

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

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the

non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes
currently set at \$150,000, which is the inflation adjusted
amount determined by the Civilian Agency Acquisition
Council and the Defense Acquisition Regulations Council
(Councils) as authorized by 41 U.S.C. 1908, must address
administrative, contractual, or legal remedies in instances
where contractors violate or breach contract terms, and
provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

54 2 CFR PART 200 Termination

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

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

Does vendor agree?

55 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Yes
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?

- 56 2 CFR PART 200 Byrd Anti-Lobbying Amendment
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.
- Does vendor agree?
- 57 2 CFR PART 200 Federal Rule
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$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?
- 58 2 CFR PART 200 Procurement of Recovered Materials
- A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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. 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.

60 If you answered "I HAVE lobbied per above to the previous question.

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

(No Response Required)

61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

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

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

62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	YES
63 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</p>	Yes

of State of Texas."

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

64 Remedies

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

Yes, I Agree

Do you agree to these terms?

65 Remedies Explanation of No Answer

66 Choice of Law

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

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?

67 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68 Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
69 Infringement(s) Explanation of No Answer		
70 Contract Governance	<p>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.</p>	Yes

71 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?

72 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.

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: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students 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. form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (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. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

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

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

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

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 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. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be 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.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.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	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>	
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	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>	

81 Felony Conviction Notice

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

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

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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

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

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

83 Long Term Cost Evaluation Criterion # 4.

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED
Ga State Capitol- GA Building Authority	Robert Conger	robert.congergba.ga.gov
Atlanta Heights Charter school- GA	Tom Brennan	tbrennan@nhaschools.com
National Guard- state of Massachusetts	Major Kim DinDial	kimberly.j.dindial.mil@mail.mil
South San Francisco Unified school district- CA	Divine Reate	dreate@ssfusd.org
Pottsville School district- AR	Larry Dugger	larry.dugger@pottsvilleschools.org
Upper dublin school district- PA	Jason Gerdeman	jgerdeman@udsd.org
Mendota High school- IL	Jeff Prusator	jprusator@mendotahs.org

Insert TIPS RFP # 190101

**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 (ESC8) 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 Texas 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 receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 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.

James Beale

Managing Partner

Printed Name authorized company officer

Title of authorized company officer

981 Joseph e Lowery Blvd NW suite 106 **Atlanta** **GA** **30318** **866-925-2083**

Address City State ZIP Phone

Signature **James Beale** Digitally signed by James Beale
Date: 2019.01.30 09:17:24 -05'00' Date **1-30-19**



One (1) Year General Guarantee

Issued To: Client

RE: location of installation

Period Of Warranty: Effective _____ through _____

National Glazing Solutions LLC dba NGS Films and Graphics hereby warrants all labor and materials furnished and work performed for the window film scope are in accordance with the contract, plans and specifications as well as authorized changes and additions. Should any defect develop during the contract general guarantee period, as hereinafter defined, due to improper material or workmanship on the part of the undersigned, the undersigned will repair and replace any and all defects. This warranty does not extend to defects or damages caused by forces or actions beyond the undersigned's control such as, but not limited too; abuse, normal wear and tear, normal usage, failure to properly maintain the work, failure to properly operate, acts of civil disorder, acts of war or acts of god.

The general guarantee shall be for a period of ONE YEAR from the date on which the work was completed and accepted by the owner, unless a different period of time is elsewhere specified.

Dated this Day of , 2019

Undersigned name: Patrick Coyle

Undersigned title: Vice President

By: Patrick Coyle

Patrick Coyle

National Glazing Solutions

PH: 866.925.2083

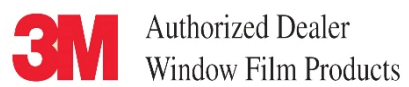
DR: 404.822.6272

FX: 866.966.4256

patrick@nationalglazingsolutions.com

www.nationalglazingsolutions.com

WE'VE GOT YOU COVERED



Authorized Dealer
Window Film Products

Email: info@filmsandgraphics.com

3M Window Film Warranties

<u>Film Series</u>	<u>Film Type</u>	<u>Warranty Period (Residential)</u>	<u>Warranty Period (Commercial)</u>
Sun Control Films			
Thinsulate	CC-75	Limited Lifetime	15 Years
Prestige	PR 20	Limited Lifetime	15 Years
	PR 40	Limited Lifetime	15 Years
	PR 50	Limited Lifetime	15 Years
	PR 60	Limited Lifetime	15 Years
	PR 70	Limited Lifetime	15 Years
	PR Exterior 40	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
	PR Exterior 70	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
	PR Exterior 90	10 Years (7 Years Sloped)	10 Years (7 Years Sloped)
Ceramic	CM 30	Limited Lifetime	15 Years
	CM 40	Limited Lifetime	15 Years
	CM 50	Limited Lifetime	15 Years
Night Vision	NV 15	Limited Lifetime	12 Years
	NV 25	Limited Lifetime	12 Years
	NV 35	Limited Lifetime	12 Years
Traditional	Affinity 15	Limited Lifetime	10 Years
	Affinity 30	Limited Lifetime	10 Years
	Neutral 20	Limited Lifetime	10 Years
	Neutral 35	Limited Lifetime	10 Years
	Exterior Neutral 35	2 Years (1 Year Sloped)	2 Years (1 Year Sloped)
	Neutral 50	Limited Lifetime	10 Years
	Neutral 70	Limited Lifetime	10 Years
	Silver P18	Limited Lifetime	10 Years
	Silver 35	Limited Lifetime	10 Years
	Exterior Silver 15	2 Years (1 Year Sloped)	2 Years (1 Year Sloped)
	Nickel 50	Limited Lifetime	10 Years
	Amber 35	Limited Lifetime	10 Years
	35 Low E	Limited Lifetime	10 Years
	LE20	Limited Lifetime	12 Years
Daylight Redirecting	DRF	Limited Lifetime	10 Years
Color Stable	CS5	10 Years	5 Years
	CS20	10 Years	5 Years
	CS35	10 Years	5 Years
	CS50	10 Years	5 Years
Safety & Security			
Ultra Prestige	Ultra PR S50	Limited Lifetime	15 Years
	Ultra PR S70	Limited Lifetime	15 Years
Ultra Series	Ultra S600	Limited Lifetime	12 Years
	Ultra S800	Limited Lifetime	12 Years
	Ultra NV S25	Limited Lifetime	12 Years
	Ultra Neutral S35	Limited Lifetime	10 Years
	Ultra Neutral S50	Limited Lifetime	10 Years
Safety	S40	Limited Lifetime	10 Years
	S70	Limited Lifetime	10 Years
	S80	Limited Lifetime	10 Years
	S140	Limited Lifetime	10 Years
	S40 Exterior	7 Years (5 Years Sloped)	7 Years (5 Years Sloped)
Anti-Graffiti	AG-4	1 Year	1 Year
	AG-6	1 Year	1 Year
Impact Prot. Profile	WP250 White	Limited Lifetime	As Long as the Film Warranty
	BP700 Black	Limited Lifetime	As Long as the Film Warranty
	BP950 Black	Limited Lifetime	As Long as the Film Warranty
Privacy Series	White Matte	Limited Lifetime	1 Year
	Mirror	Limited Lifetime	5 Years

3M Warranty Sample

Safety & Security Window Film

Commercial Limited 10 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as “Seller”) warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of \$500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of \$25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.

3M Warranty Sample

Safety & Security Window Film

Commercial Limited 12 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as “Seller”) warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of \$500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of \$25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.

3M Warranty Sample

Safety & Security Window Film

Commercial Limited 15 Year Quality Promise

3M and the 3M Authorized Building Safety Solutions Department dealer (collectively referred to as “Seller”) warrant that for as long as the original consumer of the 3M Safety & Security Window Films will:

- Maintain **Solar Reflective Properties** without cracking, crazing, or peeling
- Maintain **Adhesion Properties** without blistering, bubbling, or delaminating from the glass
- Maintain **Appearance** without discoloration
- Maintain **Strength, Tear, and Penetration Resistant Properties**

If the window film was installed using the Ultraflex System, the following additional warranties apply:

Silicone structural adhesive will maintain its integrity, and will not change color for a period of ten (10) years from date of installation. This shall not cover failure due to disintegration of the underlying substrate, movement of the structure exceeding specification for elongation and/or compression, or changes in appearance of the adhesive appearance due to dirt or other contaminate.

In the event the product is found to be defective under this warranty, Seller will:

- Replace the **Quantity of Film** proved to be defective
- Provide **Removal and Reapplication Labor Free of Charge**

This warranty is provided only to the original purchaser and is not transferable.

Seller also warrants against **glass failure** due to thermal shock fracture or seal failure, (maximum value of \$500 per window) caused only as a direct result of the application of 3M Safety & Security Film provided the film is applied to recommended types of glass and the glass failure is reported to the Seller within the specified time (listed below) from the start of the installation.

- Sixty (60) months coverage against thermal shock fracture

There is a consumer deductible of \$25.00 (or 5% of the replacement cost, whichever is greater) per claim.

Any glass failure covered by this warranty must be reviewed by Seller prior to repair, and only covers film and glass replacement.

To obtain warranty service for either defective film or glass failure, please contact your 3M Authorized Security Window Film Dealer / Applicator at:

This warranty is void if the product has been subjected to abuse or improper care. Seller should not be liable in either tort or contract for any loss or damage, direct, indirect, special, consequential, or incidental, arising out of the use or inability to use this product. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

This warranty covers continental U.S. and Canadian installations only.

Important Notice: Window Care

3M Safety & Security Window Films may be washed with common washing solutions, including ammonia-based products, thirty (30) days after installation. Abrasive type cleaning agents and bristle brushes which would scratch the film must not be used. Synthetic sponges, squeegees, or soft cloths are recommended to be used with the cleaning solution. To maintain your warranty, do not use tape or other adhesive products on the film.

After installation, there may be a hazy appearance on your windows. This condition is temporary and is caused by the moisture that is present when applying the film. This hazy appearance will disappear after the film dries; however, it may take up to thirty (30) days for the film to completely dry. Cold weather conditions may require additional time.



Window Films

Impact Protection Adhesive



3M™ Impact Protection Adhesive improves the overall performance of 3M™ Safety & Security Window Films. This unique window protection system combines the toughness of 3M's patented micro-layer safety film with 3M's world-class expertise in adhesives to help shield against impact energy from severe weather*, earthquakes, bomb blasts or forced entry events. The 3M Impact Protection System also helps protect against personal injury from flying glass.

3M Impact Protection Adhesive Benefits:

- Greater tear strength, elongation and tensile strength than Dow Corning® 995 Silicone Structural Sealant
- Reduced cure time provides more immediate protection
- Reduced odor in your home or office compared to other sealant options



Protecting People and Property with
3M™ Impact Protection System

Property	Test Method Used	Units	Dow 995**	3M IPA
Curing Time (25°C (77°F), 50% RH)		days	7–14	3-7
Full Adhesion		days	14–21	7-14
Tack-Free Time (25°C (77°F), 50% RH)	ASTM D5895	minutes	65	21
Flow, Sag or Slump		inches	0.1	0
Working Time (25°C (77°F), 50% RH)		minutes	10–20	10–20
Specific Gravity		n/a	1.339	1.403
VOC content		g/L	30	16
As Cured — After 21 Days at 25°C (77°F), 50% RH				
Ultimate Tensile Strength	ASTM D0412	psi (Mpa)	350 (2.41)	380 (2.62)
Ultimate Elongation	ASTM D0412	%	525	640
Durometer Hardness, Shore A	ASTM D2240	points	40	38–39
Tear Strength, Die B	ASTM D0624	ppi	49	72

***IMPORTANT NOTICE:** This product is not approved in the State of Florida for use as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm. In compliance with Florida Statute 553.842, this product may not be advertised, sold, offered, provided, distributed, or marketed in the State of Florida as hurricane, windstorm, or impact protection from wind-borne debris from a hurricane or windstorm.

****Data supplied from www.dowcorning.com**

Warranty and Limited Remedy: 3M warrants that each 3M product meets the applicable 3M product specification at the time 3M ships the product. 3M MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If the 3M product does not conform to this warranty, the sole and exclusive remedy is, at 3M's option, replacement of the 3M product or refund of the purchase price.

Limitation of Liability: Except where prohibited by law, 3M will not be liable for any loss or damage arising from the 3M product, whether direct, indirect, special, incidental or consequential, regardless of the legal theory asserted.

3M Renewable Energy Division

3M Center, Building 235-2S-27
St. Paul, MN 55144-1000
www.3M.com/windowfilm

For more information, please call 1-800-480-1704 or visit us at www.3M.com/windowfilm

3M is a trademark of 3M Company. Dow Corning is a registered trademark of Dow Corning Corporation.
Please recycle. Printed in U.S.A. © 3M 2014. All rights reserved. 70-0709-0278-1



COMMERCIAL / RESIDENTIAL LIMITED WARRANTY (United States Only)

Warranty Number

M _____

WARRANTY INFORMATION

Basic Film Warranty

Madico, Inc. warrants professionally sold and installed MADICO® brand commercial and residential window films (the "Products") against peeling, bubbling, rippling, cracking, adhesive failure, delamination, and demetalization. Warranty time periods vary and are stated on the schedule on the back of this warranty. **PLEASE NOTE IMPORTANT EXCLUSIONS AND PRE-APPROVAL REQUIREMENTS SPECIFIED ON THE REVERSE SIDE OF THIS DOCUMENT.**

Glass Breakage Warranty

The warranty on the Products also covers Glass breakage due to thermal stress. Madico, Inc. reserves the right to have its local representative inspect the affected window(s) before approving a claim. Upon approval, Madico, Inc. will pay for replacing the glass up to a maximum of \$500 per window.

Seal Failure on Dual-Pane Units

This warranty extends to seal failure on dual pane units, if and only if the customer has and provides to Madico a window manufacturer's warranty against seal failure that has not expired. For approved films and applications, Madico, Inc. only warrants against seal failure for the remaining period of the window manufacturer's warranty, or the time period noted on the reverse side, whichever is shorter. Upon approval, Madico, Inc. will pay for replacing the insulated glass unit up to a maximum of \$500 per window.

Exclusions; Madico's Option to Remove Film

Buildings with a prior history of seal failure or thermal glass breakage are not eligible for glass breakage or seal failure coverage. Further, in the event of multiple failures on one or more filmed windows, Madico, Inc. reserves the right to remove all of Madico, Inc.'s window film and reimburse the customer for the amount of the original film installation invoice.

General Provisions

The warranty coverage begins at time of installation completion. Rental units are considered commercial properties. This coverage is extended only to the original purchaser and is not transferable and terminates automatically upon any sale, conveyance or change in tenancy of

any property. Madico, Inc.'s warranty liability is limited to the replacement and re-installation labor of only such quantity of film product determined to be defective by Madico, Inc. Replacement of film or glass does not extend the original warranty time period.

Warranty Disclaimer

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, NOR ARE THERE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY APPLICABLE TO THE PRODUCTS. THIS MANUFACTURER'S WARRANTY DOES NOT COVER CUSTOM PRODUCTS, IMPROPER OR POOR INSTALLATION OF THE PRODUCTS WHICH INCLUDE BUT IS NOT LIMITED TO, SQUEEGEEING, TRIMMING AND MEASURING. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE OR RESPONSIBLE FOR ANY LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES, EXCEPT AS EXPRESSLY SET FORTH HEREIN. THIS LIMITED WARRANTY IS MADE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, AND IS VOID IF THE PRODUCT HAS BEEN SUBJECT TO ABUSE, IMPROPER INSTALLATION AND/OR CARE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY BY STATE OR PROVINCE.

To Make A Warranty Claim

This warranty is limited and is the Product owner's sole and exclusive remedy. If any Product specified above fails to conform to the warranty during the warranty period, Purchaser may obtain replacement and installation of the Product by contacting the installing dealer, or by contacting the Warranty Service Department at Madico, Inc., **PURCHASER MUST SUPPLY A COPY OF THE ORIGINAL RECEIPT ALONG WITH THIS COMPLETED MADICO WARRANTY. PRODUCT ROLL NUMBERS ARE REQUIRED FOR WARRANTY PROCESSING. FAILURE TO PROVIDE VERIFYING DOCUMENTATION WILL RESULT IN CLAIM DENIAL.** If you need to file a claim: Contact Madico, Inc., Warranty Department, 2630 Fairfield Avenue South, St. Petersburg, FL 33712. Email: warranty@madico.com.

**WARRANTY IS INVALID IF ANY INFORMATION SET FORTH ON THIS FORM IS NOT ACCURATE.
- PLEASE KEEP THIS WARRANTY WITH YOUR ORIGINAL RECEIPT -**

☐ Commercial

☐ Residential

Installation Date: _____

Please Print Clearly

DEALER

Company Name: _____ Contact Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Signature _____

CUSTOMER

Name: _____ Email: _____

Address: _____ City: _____ State: _____ Zip: _____

Phone: _____ Signature _____

PRODUCT SELECTION

Film Description

Total Square Feet

Serial No.

Series	Film	Commercial	Residential	Glass Breakage	Seal Failure**
Premium	Nova®, Solar Grey, Solar Bronze	10 Years	Lifetime	5 Years	3 Years
Decorator	Optivision®, Optivision Reflective				
Reflective	Silver				
Non-Reflective	Charcool	7 Years	7 Years	None	None
Exterior†	Clear 7 Mil, Solar Grey, Solar Bronze, Reflective Silver	3 Years♦	3 Years	None	None
Specialty	White Out, Frost Matte 2 Mil	5 Years	5 Years	2 Years	None
	Black Out	5 Years	5 Years	None	None
Clear Safety	Clear 4 Mil, Clear 7 Mil, Clear 8 Mil, Clear 14 Mil	10 Years	Lifetime	5 Years	3 Years
Solar Safety	Reflective Silver 4 Mil, Reflective Silver 8 Mil, Neutral Grey 8 Mil	10 Years	Lifetime	5 Years	3 Years

Films are warranted for installation on interior glass surfaces only. Do not use on exterior surface of window unless film is specifically designated for that purpose.

†Films specifically designed for use on exterior glass surfaces (outside applications). Exterior films MUST be edge-sealed along with any seams with Dow Corning® 790, 794, 795, or 796 structural silicone or GE® Momentive Silpruf SCS1200 or SCS 2000 building sealant. No substitutions are permitted without prior approval. Warranty will not be honored unless film has been properly sealed.

**Seal failure coverage is limited to the duration of the window manufacturer's seal failure warranty coverage or the time period noted in the above warranty schedule, whichever is shorter.

♦1 Year Warranty when applied to Spandrel Glass

Special Restrictions on Glass Breakage and Seal Failure Warranty:

Most applications of Madico, Inc. films are automatically covered for glass breakage in accordance with the above schedule. However, certain darker films and certain types of glass do not qualify for coverage unless written approval has been obtained in advance of installation from the manufacturer, Madico, Inc. Some film and glass combinations require pre-approval, or are excluded, as set forth below:

Film Type	Single Pane Tinted	Clear Dual-Pane	Tinted Or Low-E Dual-Pane
Silver 20 (Including 4 & 8 Mil), 30	Pre-approval Required	Approved	Pre-approval Required
Solar Grey 20, 35	Approved	Approved*	Pre-approval Required
Neutral Grey 35 8Mil	Pre-approval Required	Approved	Pre-approval Required
Neutral Grey 45 8Mil	Approved	Approved	Pre-approval Required
Solar Bronze 20	Approved	Approved*	Pre-approval Required
Solar Bronze 35	Approved	Approved	Pre-approval Required
Optivision Reflective 5	Pre-approval Required	Approved	Pre-approval Required
Optivision Reflective 15, 25, 35	Approved	Approved	Pre-approval Required
Black Out	Restricted	Restricted	Restricted

* Pre-approval required on any dual pane glass over 30 square feet.

NOTE: IF GLASS IS REPLACED BY THE CUSTOMER PRIOR TO MAKING A WARRANTY CLAIM FOR GLASS BREAKAGE OR SEAL FAILURE, THE WARRANTY IS VOIDED, UNLESS A DANGEROUS SITUATION EXISTS WHICH REQUIRES IMMEDIATE REPLACEMENT, IN WHICH CASE, THE CUSTOMER MUST TAKE A PHOTOGRAPH(S) THAT CLEARLY DEPICTS THE GLASS BREAKAGE OR SEAL FAILURE PRIOR TO REPLACING THE WINDOW. THE CUSTOMER MUST SUBMIT THE PHOTOGRAPH(S) WITH ANY WARRANTY CLAIM.

Manufacturer's Pre-approval Required:

- Windows which are not vertical (angled glass)
- Skylights
- Reflective glass
- Automotive film on flat glass
- Window with damaged frame
- Architecturally-odd shaped windows
- Glass thicker than 1/4" (6 millimeters)
- Any job over 2,500 square feet (232.3 square meters)
- Laminated glass in single-pane or double-pane window
- Buildings with previous glass breakage or seal failure history
- Double-pane windows over 40 square feet (3.7 square meters)
- Windows where the glazing compound or sealant has hardened
- Single-pane windows larger than 100 square feet (9.3 square meters)
- Architectural shading from exterior overhangs, extensions, columns, etc
- Rigid window framing systems - for example, concrete

Prohibited Use - No Film Installation in These Instances

- Wired, textured or patterned glass
- Pane of glass with partial film application
- Exterior applications of films designed for interior use only
- Glass that is visibly chipped, cracked or otherwise damaged
- Triple-pane glass or double-pane glass with suspended films
- Application of two or more films to the same piece of glass
- Windows with pre-existing seal failure