

TIPS VENDOR AGREEMENT

Between School Outfitters and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200401 Food Service Equipment, Chemicals, Supplies and Services

General Information

The Vendor Agreement ("Agreement") made and entered into by and between The Interlocal Purchasing System (hereinafter "TIPS") 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 and the TIPS Vendor. 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.

A Purchase Order ("PO"), 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 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, but not all, of the possible addendums.

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", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 if the offering is included in the Request for Proposal ("RFP") category. 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 this 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

- Vendor and TIPS affirm 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.
- 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.
- 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.

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. 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 that exceeds month to month terms 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, executed Agreement or other written instruction 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 by the parties.

Invoices

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, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), 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.

Participation Fees and Reporting of Sales to TIPS by Vendor

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 Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. 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 render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall

be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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 performance 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 Vendor 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior 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. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably 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 TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, 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, rights or the entire portion of the assets or rights required 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. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, 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' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. 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 so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental 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 the applicable Solicitation that resulted in this Vendor Agreement 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 or TIPS transaction documentation with 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- compliant 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. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 ("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. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS 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 which resulted in this Vendor Agreement, 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, 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.

STATUTORY REQUIREMENTS

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 does not and will 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 three (3) business day of the change by a letter on Vendor's letterhead from and signed by 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 for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. 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 Vendor(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, unless proof of retention funds to cover said deductibles is provided. "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

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the 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 TIPS Members 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 orders are approved daily by TIPS and sent to the 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, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200401 Food Service Equipment, Chemicals, Supplies and Services

Company Name School Outfitters
Address 3736 Regent Ave.
City Cincinnati State OH Zip 45212
Phone 800-260-2776 Fax 800-494-1036
Email of Authorized Representative contracts@schooloutfitters.com
Name of Authorized Representative Jamie Buchanan
Title Sales Manager
Signature of Authorized Representative Jamie Buchanan
Digitally signed by Jamie Buchanan
DN: cn=Jamie Buchanan, o, ou,
email=contracts@schooloutfitters.com, c=US
Date: 2020.05.07 11:03:29 -04'00'
Date 5-7-2020
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature Meredith Barton
Approved by ESC Region 8 David Wayne Fitts
Date 6/23/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200401 Addendum 1 School Outfitters Supplier Response

Event Information

Number: 200401 Addendum 1
Title: Food Service Equipment, Chemicals, Supplies and Services
Type: Request for Proposal
Issue Date: 4/2/2020
Deadline: 5/15/2020 03:00 PM (CT)

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

School Outfitters Information

Address: 3736 Regent Ave
Cincinnati, OH 45212
Phone: (800) 260-2776
Fax: (800) 494-1036
Toll Free: (800) 260-2776

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

Queenie Takougang
Signature

contracts@schooloutfitters.com
Email

Submitted at 5/12/2020 8:05:39 AM

Requested Attachments

Vendor Agreement

200401 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.
DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

200401 Agreement_Signature_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

200401 Pricing_form_1.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

200401 Pricing_form_2.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

References

Reference Form.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranties.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

Supplementary.pdf

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

SO_Logo.jpg

If you desire, 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 Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM rev111819RP.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Current W-9 Tax Form

W-9 Form 2020.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

Response Attachments

Additional Details.pdf

Additional Details

Bid Attributes

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)

No response

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.)

School Outfitters has been selling school and office furniture online since 1998.

We know purchasing school furniture isn't always easy. But with us, it is. We have the expert customer service and comprehensive catalog of school furniture and equipment to prove it. We have everything your school needs – from school chairs, headphones and bulletin boards to laptop storage carts, soft seating and activity tables. Plus, four exclusive brands – Learniture, Egghead, Norwood and Sprogs – with products and prices you won't find anywhere else.

We want to make your furniture and equipment project a perfectly positive experience. That's why our learning space experts handle every step of the order process for you, no matter your project's budget or size. Don't have the time (or care) to research classroom furniture, design your space or coordinate delivery and installation? We've got you covered.

If you're ready to build a better classroom, give our experts a call at 1-800-260-2776. We can't wait to show you how simple it can be.

6	Primary Contact Name Primary Contact Name <input type="text" value="Queenie Takougang"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="National Contracts Specialist"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8004941036"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Kristy Lohmiller"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="National Contracts Team Lead"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Contracts Department"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="contracts@schooloutfitters.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Sales Department"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="sales@schooloutfitters.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8002602776"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.schooloutfitters.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number (EIN). (Format - 12-3456789) <input type="text" value="611341943"/>
26	Primary Address Primary Address <input type="text" value="3736 Regent Ave"/>
27	Primary Address City Primary Address City <input type="text" value="Cincinnati"/>

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

29

Primary Address Zip

Primary Address Zip

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.)

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?

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 include 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.

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 TIPS Members regardless of the fund source, whether it be local, state or federal?

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

33

Company Residence (City)

Vendor's principal place of business is in the city of?

3
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

3
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

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 solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? 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%.

3
6**TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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.

3
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3
9**Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4
0**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.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4
1**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?

4
2**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?

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

4
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

4
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4
6**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.

4
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
8**Antitrust Certification Statements (Tex. Government Code § 2155.005)**

By submission of this bid or proposal, the Bidder certifies that:

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

1. 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.
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.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the 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.

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.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree 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.

5 2 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:

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

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

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

5 3 2 CFR PART 200 Contracts

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

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

Does vendor agree?

5 4 2 CFR PART 200 Termination

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

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

Does vendor agree?

5
5**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5
6**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?

5
7**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?

5 8 2 CFR PART 200 Procurement of Recovered Materials

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

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

Yes

5 9 Certification Regarding Lobbying

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

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

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

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

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

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

I HAVE NOT Lobbied per above

6 0 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the 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.

6
1

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?

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.

YES

6
2

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?

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?

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.

(b) Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

YES

6
3

Indemnification

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

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

Yes

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4

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.

Do you agree to these terms?

Yes, I Agree

6
5

Remedies Explanation of No Answer

No response

6
6

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.

Do you agree to these terms?

6
7

Venue, Jurisdiction and Service of Process

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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
8

Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

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Infringement(s) Explanation of No Answer

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Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

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1

Payment Terms and Funding Out Clause

Payment Terms:

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

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?

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2

Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

☐ None

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4

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.

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Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will 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

I 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.

YES

7
6**Logos and other company marks**

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

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)

7
7**Solicitation Deviation/Compliance**

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

7
8**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

7
9**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
0**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
1**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.

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.

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

8
2**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).

No response

8
3**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

8
4**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

rick.powell@tips-usa.com

85 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

86 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

87 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

88 Indemnity Limitation with TIPS Members

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

89 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

90 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. 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.

Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

REFERENCES

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

You may provide more than three (3) references.

[illegible]

Required Confidential Information Status Form

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 attach 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 all the confidential information in the submitted proposal. 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

School Outfitters

Name of company

Jamie Buchanan - Sales Manager

Printed Name and Title of authorized company officer declaring below the confidential status of material

3736 Regent Ave. Cincinnati OH 45212 800-260-2776

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 5-11-2020

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Jamie Buchanan

Digitally signed by Jamie Buchanan
DN: cn=Jamie Buchanan, o, ou,
email=contracts@schooloutfitters.com,
c=US
Date: 2020.05.11 10:07:28 -04'00'

Signature _____ Date 5-11-2020



BioFit's 13 Year Warranty **on** **Seating, Tables and Multipurpose Carts** October 4, 2011

BioFit furniture products are warranted against mechanical or structural failure due to defective material, workmanship, or abnormal wear for 13 years of normal use. Pneumatic cylinders are covered for the functional lifetime of the chair or stool.

BioFit reserves the right to recondition or replace any units covered by this warranty. Freight and any other consequential damages are not covered. All return shipments require written authorization and must be freight prepaid unless otherwise approved in writing. COM (Customer's Own Material) upholstery materials are not covered.

BioFit takes its warranty, repair and maintenance responsibilities very seriously. Efforts by unqualified personnel to perform repairs on BioFit products can result in dangerous conditions which can lead to serious bodily injury. Any attempt to modify, alter or make unauthorized repairs to BioFit products may not only seriously jeopardize the safety of the user, but will void this warranty in every respect.

* 13-year warranty does not apply to Intensive Plus™ seating, which carries a 5-year warranty.

P.O. Box 109 Waterville, Ohio 43566-0109 U.S.A.

800-597-0246

(419) 823-1089

Fax (419) 823-1342

email: biofit@biofit.com

www.biofit.com



• Cambro Warranty

- Cambro offers a 5 year pro-rated warranty against damage or defects found in excess to normal wear and tear on our Camtrays®, Camtread® trays and Dinnerware. Commercial Electrical Equipment models hold a one year warranty.

Non-skid Versa Camtrays, Tongs, Polycarbonate food storage pans, all high heat material products, squares, rounds and lids have a 2-year pro-rated warranty. Camshelving® and Camshelving Elements Series have a one year warranty on workmanship and a lifetime limited warranty against rust and corrosion, excluding mobile posts. For all other Cambro products, Cambro warrants to the original buyer a three-year pro-rated warranty unless otherwise noted. If product proves defective during this time, Cambro grants a pro-rated credit of the original price toward replacement product.

The warranty applies on all Cambro products only when used under normal foodservice industry conditions.

LIMITED ORIGINAL COMMERCIAL ELECTRICAL EQUIPMENT WARRANTY

Cambro Manufacturing warrants its new product(s) to be free from defects in material and workmanship for a period of one (1) year from the date of shipment from authorized Cambro distribution locations.

This Warranty is subject to the following conditions and limitations:

1. This warranty is limited to product(s) sold by Cambro Manufacturing to the original user in the continental United States and Canada. For International Warranty Claims contact your local Cambro Representative.
2. The Liability of Cambro Manufacturing is limited to the repair or replacement of any part found to be defective. Parts and labor required for preventative maintenance or cleaning are not covered under this warranty.
3. Cambro Manufacturing will bear normal charges incurred in the repair or replacement of a warranted piece of equipment within 50 miles (80 kilometers) of an authorized service agency. Time and travel charges in excess of 50 miles (80 kilometers) will be the responsibility of the person or firm requesting the service. All labor to repair and/or service the warranted unit(s) shall be performed during regular working hours. Overtime premium will be charged to the buyer and is NOT covered by this warranty.
4. Charges incurred by delays or operating restrictions that hinder the service technician's ability to access or perform service to equipment in question are NOT covered by this warranty. This includes Institutional, Correctional, Military, and Marine facilities.
5. Cambro Manufacturing will bear no responsibility or liability for any product(s) which have been mishandled, abused, misapplied, misused, subjected to harsh chemical action, damaged by flood, fire, or other acts of nature, field modified by unauthorized personnel or which have altered or missing serial numbers.
6. Cambro Manufacturing does not recommend or authorize the use of any product(s) in a non-commercial application, including but not limited to residential use. The use or installation of any product(s) in non-commercial applications renders all warranties, express or implied, including the warranties of MERCHANTABILITY and FITNESS FOR A PARTICULAR PURPOSE, null and void, including any responsibility for damage, costs and legal actions resulting from use or installation of product(s) in any non-commercial setting.

7. Adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with the original installation are the responsibility of the dealer or installer and not that of Cambro Manufacturing. Improper installation includes, but is not limited to, use of inadequate electrical wiring and/or insufficient or improper voltage.

8. Replacement part(s) which are replaced in the field by Cambro authorized service technicians ONLY will be warranted for the duration of the equipment warranty or 90 days effective from date of installation, whichever is greater. This warranty is for part(s) cost only and does not include freight or labor charges.

9. This states the exclusive remedy against Cambro Manufacturing relating to the product(s), whether in contract or in tort or under any other legal theory, and whether arising out of warranties, representations, instructions, installations or defects from any cause. Cambro Manufacturing shall not be liable, under any legal theory, for loss of use, revenue or profit, or for substitute use of or performance, or for incidental, indirect, or special or consequential damages or for any other loss or cost of a similar type.

10. THIS WARRANTY AND THE REPRESENTATIONS AND TERMS SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, INCLUDING BUT NOT LIMITED TO, OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE AND CONSTITUTES THE ONLY WARRANTY OF CAMBRO MANUFACTURING WITH RESPECT TO THE PRODUCT(S).

RETURN POLICY: Cambro Manufacturing products cannot be returned without prior written factory authorization (RMA). The restocking charge is 15% plus any costs required to recondition the equipment. No returns accepted after 90 days from date of invoice. Electrical components returned are subject to inspection prior to credit being issued. Electrical components which have been installed by an operator or non-approved service agent are not returnable for credit.



This warrantee will begin at the time of substantial completion of the job.

Products are guaranteed against material defect and/or faulty workmanship from plant for the lifetime of the product. During this period Diversified Woodcrafts will replace or repair, at its discretion, any product that upon inspection, exhibits defects in material or workmanship. This warranty shall include the costs of replacement parts or materials, but does not include labor, or shipping costs for such. This warranty doesn't cover damage in transit or damage caused by misuse, abuse or faulty installation, color grain or texture of wood or other covering materials. No other warranty is expressed or implied.

Thank you.

A handwritten signature in dark ink, appearing to read "Edward Surowiec", written in a cursive style.

Edward Surowiec
Contract Administrator
Diversified Woodcrafts, Inc
877-348-9663 x 183
920-842-5420 (fax)
esurowiec@diversifiedwoodcrafts.com
WWW.diversifiedwoodcrafts.com

Kelvinator Commercial Appliance Warranty Information

Your appliance is covered by a **three (3) year limited warranty**. For three (3) years from your original date of purchase, Electrolux will pay all costs, except as set forth below, for repairing or replacing any parts of this appliance that prove to be defective in materials or workmanship when such appliance is installed, used, and maintained in accordance with the provided instructions. For appliances that are manufactured with a compressor, an additional two (2) year part warranty is provided for the compressor only.

Exclusions

This warranty does not cover the following:

1. Products where the original serial number has been removed, altered or cannot be readily determined.
2. Normal wear and tear and gradual deterioration.
3. Product that has been transferred from its original owner to another party or moved outside the USA or Canada.
4. Rust on the interior or exterior of the unit.
5. Products purchased "as-is".
6. Food loss due to any refrigerator or freezer failures.
7. Damage caused at any time during shipment.
8. Service calls which do not involve malfunction or defects in materials or workmanship, or for appliances used other than in accordance with the provided instructions.
9. Service calls to correct the installation of your appliance or to instruct you how to use your appliance.
10. Expenses for making the appliance accessible for servicing, such as removal of trim, cupboards, shelves, etc., which are not a part of the appliance when it is shipped from the factory.
11. Service calls to replace appliance light bulbs, air filters, water filters, and other consumables, or knobs, handles, and other cosmetic parts.
12. Surcharges including, but not limited to, any after hours, weekend, or holiday service calls, tolls, ferry trip charges, or mileage expense for service calls to remote areas, including the state of Alaska.
13. Damages to the finish of the appliance and/or the appliance location that are incurred during installation, including but not limited to floors, cabinets, walls, etc.
14. Damages caused by: services performed by unauthorized service companies; use of parts other than genuine Electrolux parts or parts obtained from persons other than authorized service companies; or external causes such as abuse, misuse, inadequate power supply, accidents, fires, or acts of God.
15. For appliances operated by a concessionaire or vendor in a trailer or other motorized vehicle, or at varying locations, your appliance is covered by a one (1) year, limited parts and labor warranty. For appliances that are manufactured with a compressor, an additional four (4) year part warranty is provided for the compressor only.

DISCLAIMER OF IMPLIED WARRANTIES; LIMITATION OF REMEDIES

CUSTOMER'S SOLE AND EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY SHALL BE PRODUCT REPAIR OR REPLACEMENT AS PROVIDED HEREIN. CLAIMS BASED ON IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE (1) YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW, BUT NOT LESS THAN ONE (1) YEAR. ELECTROLUX SHALL NOT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES SUCH AS PROPERTY DAMAGE AND INCIDENTAL EXPENSES RESULTING FROM ANY BREACH OF THIS WRITTEN LIMITED WARRANTY OR ANY IMPLIED WARRANTY. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THIS WRITTEN WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

If You Need Service Keep your receipt, delivery slip, or some other appropriate payment record to establish the warranty period should service be required. If service is performed, it is in your best interest to obtain and keep all receipts. Service under this warranty must be obtained by contacting Electrolux at the addresses or phone numbers below.

This warranty only applies in the USA and Canada. In the USA, your appliance is warranted by **Electrolux Major Appliances North America, a division of Electrolux Home Products, Inc.** In Canada, your appliance is warranted by **Electrolux Canada Corp.** Electrolux authorizes no person to change or add to any obligations under this warranty. Obligations for service and parts under this warranty must be performed by Electrolux or an authorized service company. Product features or specifications as described or illustrated are subject to change without notice.

297396100 (January 2014)

USA

1.866.738.1640

Electrolux Major Appliances
North America
10200 David Taylor Drive
Charlotte, NC 28262



Canada

1.800.265.8352

Electrolux Canada Corp.
5855 Terry Fox Way
Mississauga, Ontario, Canada
L5V 3E4

KFI LIMITED WARRANTY

All KFI chair frames and table bases are warranted against frame defects due to failure of broken welds for (5) years from date of original purchase. KFI guarantees all upholstery and wood against defects for a period of (1) year from date of purchase. This warranty is void if product is not used for its intended purpose or if subjected to an unusual application, abuse or normal wear & tear. Variations in color or texture of material are not considered defects.

This warranty is valid to any purchaser of KFI furniture. In the event of a claim, the purchaser may be required to show validity of claim by furnishing a copy of the original invoice for the product in question.

The KFI Service Department must issue a return authorization. The purchaser may then return the product to KFI, freight prepaid. Upon receipt and investigation of claim, if KFI agrees with claim, we will without further cost to purchaser, repair or replace, at KFI's option, the appropriate defective part.





WARRANTY

Coverage for the life of each product. Luxor products are covered by a manufacturer's Limited* Lifetime Warranty against defects and workmanship. Any product that is defective in either materials or workmanship will be repaired or replaced at the manufacturer's discretion. This warranty does not cover damage in transit or any modification to the product by the customer. This warranty is for the life of the product provided the product is used for its intended purpose and used with weight loads not exceeding those recommended. This warranty does not cover any problems which result from improper set-up, unauthorized modification, normal wear and tear, abuse, or environmental damages including fire, hurricane or floods.

***Rental Applications:** Since rental applications do not fall under the category of normal usage, Luxor will be unable to provide the Lifetime Warranty on units used for rental applications. We will, however, make parts and/or entire units available at a special purchase price upon request.

***Whiteboards:** All Whiteboards are covered by a 10-year warranty.

***Limitations:** Regardless of how carefully you use or care for your product, it will eventually show age and wear, and coverage does not include expected age and wear of products. Neither the consequential costs of repairing or replacing other property damaged in the event of our product malfunctioning, nor incidental loss of time, loss of use, etc. damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. Other limitations may apply depending on the model purchased. Inquire with your [sales representative](#) for details.



OFM, LLC Limited Lifetime Warranty

OFM hereby warrants that the products distributed by it shall be free of all defects in original material and workmanship for the life of the product under normal use. OFM will repair or replace, at our option any product or component that is defective in material or workmanship. This warranty only applies to products purchased directly from an authorized OFM dealer, and is valid for the original purchaser only.

Exclusions

Exclusions to the Warranty are as follows:

- Normal wear and tear, which are to be expected over the course of ownership
- Damage resulting from shipment, which will be handled under separate terms
- Damage resulting from storage, alteration, unauthorized repair, infestation, misuse, abuse, accident, acts of God, natural causes, and/or exceeding listed capacities
- Products used for rental purposes
- Failure to provide reasonable and necessary maintenance (as prescribed in the product instructions)
- Transportation and labor costs associated with warranty replacements

Seating

All seating is covered under warranty for the life of the product under normal use. Limitations involving materials and components are:

- 2 years all fabric and upholstery materials
- 7 years gas lifts
- COM Fabric is not covered under this warranty

Normal Commercial Usage for Seating is defined as 8 hours a day, 5 days a week with a weight capacity not to exceed 250 lbs.

The models listed below are rated for a 300 lb., 350 lb., 400 lb. and 500 lb. weight capacity and are warranted under the standard Normal Commercial Usage for Seating:

300 lbs

Model ORO300

350 lbs

Model ORO100

400 lbs

Model ORO200

Model 407 and 407-VAM

Model 409 and 409-VAM

Model 700

Model 710

Model 711

Model 800-L

Model 841

500 lbs

1006 and 1007 All Versions

Model 300-XL

Model 300-XL-VAM

Model 810-LX

Model 811-LX

Model 821

Model 822

Model 831

Model 832

OFM offers many models covered under warranty for a 24-Hour a day, 7 days a week usage. All standard seating limitations listed above still apply to this category of seating.

The models listed below are rated for a 250 lb. & 400 lb. weight capacity with 24-Hour a day use:

250 lbs

Model 241

Model 241-VAM

400 lbs

Model 247

Model 247-VAM

Tables and Desks

All tables and desks are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

- 5 years tops
- 10 years frames

Pedestals

All pedestals are covered under OFM's Limited Lifetime Warranty.

Limitations involving materials and components are as follows:

10 years full suspension glides

RiZe Panel System

All panels and corner posts are covered under OFM's Limited Lifetime Warranty. Limitations involving materials and components are as follows:

10 years frames and frame welds

5 years vinyl and fabric panels under normal use

X5 and X5 Lite Shelving System

Normal usage for all X5 and X5 Lite Shelving Systems is defined as not over-exceeding the weight capacity per shelf (X5: 800 lbs. per shelf, X5 Lite: 300 lbs. per shelf, evenly distributed) along with using the system on no or low pile carpet to prevent any unbalanced track issues.

All X5 and X5 Lite components are covered under OFM's Limited Lifetime Warranty under normal use as defined above.

*Maintenance: check for loose screws every 6 months and tighten.

To the extent allowed by law, OFM makes no other warranty, either expressed or implied.
OFM will not be liable for any consequential or incidental damages.

U.S. and Canada

Terms are net 30 days, FOB Worthington, Ohio USA, a service charge of 1.5% will be applied on invoice amounts past due 30 days • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice • Drop shipments not available in Canada • OHAUS Corporation's products are warranted against defects in materials & workmanship from date of delivery through duration of the warranty period. During the warranty period OHAUS will repair, or, at its option, replace any component(s) that proves to be defective at no charge, provided that the product is returned, freight prepaid, to OHAUS Corporation. All other approved returns require issuance of a Return Goods Authorization number from Parsippany, NJ, USA and may be subject to a 20% restocking fee. This warranty does not apply if the product has been damaged by accident or misuse, exposed to radioactive or corrosive materials, has foreign material penetrating to the inside of the product, or as a result of service or modification by other than the OHAUS Corporation or an authorized OHAUS Regional Service Center. This warranty only covers products shipped within the United States and to Canada by OHAUS Corporation to the dealer within the United States and in Canada. The warranty period for OHAUS products shall begin at the date of shipment to the end-user, or 3 months from the date of shipment to the dealer by OHAUS Corporation, whichever occurs first. A properly completed Warranty Registration Form must be received by OHAUS Corporation or product may be registered at www.ohaus.com within 30 days from the date of purchase to initiate coverage under the warranty. No other expressed or implied warranty is given by OHAUS Corporation. OHAUS Corporation shall not be liable for any consequential damages.

Outside U.S. and Canada

Payment terms: As per agreement • All prices Ex-Factory, Worthington, Ohio USA • Service charge of 1.5% will be applied on invoice amounts past due • All approved returns require issuance of a Return Goods Authorization number from Parsippany, NJ, USA • Restocking fee 20% of dealer net • Minimum order: \$50.00 • All orders for immediate release • No cancellations within 48 hours of acknowledged ship date • Prices, terms & specifications subject to change without prior notice.

Business Partner Code of Conduct

OHAUS is committed to conducting its business ethically, legally and in a socially responsible manner. We expect our business partners and Dealers to share this commitment and we have therefore developed this Business Partner Code of Conduct. It covers Ethical Conduct, Fair Competition, Environment, Health and Safety, as well as Labor Practices. This code applies to all your activities in your business relationship with us. It defines the minimum standards of business conduct we expect you to comply with in your business relationship with OHAUS. You must also comply with all applicable laws, regulations, and codes of the countries in which you operate. We encourage you to work with your own business partners to ensure they also strive to meet the principles of this code, or equivalent principles. For more information and to view the whole code, please visit ohaus.com/business-partner.

Six Month Warranty			Three Year Warranty
Starter Series Electrodes			Harvard Junior Balances
One Year Warranty			TJ611 Balance
Accessories	Hand Held Scales	SD and Catapult Scales	Five Year Warranty
Aviator® Scales	Indicators, all models	Spring Scales	All Other Mechanical Balances
CS & CL Scales	JE Emerald and JR Ruby Scales	Starter Series Meters	Ten Year Warranty
D500 Beam Scales	MB25 with MB27	TAJ Scales	Triple Beam Pro® Balances
Defender® Scales	Navigator® Scales	Valor® Scales	
CKW Scales	Primer® Balance	VX / VN Floor Scales	
ES Scales	PS Scales	Weights / Weight Sets	
FD Scales	Ranger® Scales	Y Series Scales	
Frontier Mini Centrifuge	Scale Bases, all models		
Two Year Warranty			
Adventurer® Balances	MB90 and MB120	Scout® STX , SPX & SJX Balances	
Explorer® Balances	Pioneer® and PAJ Balances		

Any product not listed above includes a one year warranty

All replacement parts include a 90 day warranty

The following product names, features and services are trademarks owned by OHAUS® Corporation, and are protected by international copyright laws. Those trademarks followed by (®) are registered trademarks of OHAUS Corp. ; all others are trademarks of OHAUS Corp. The appropriate (®) or (™) mark should appear with its appropriate name as governed by law. Registered Trademarks: Adventurer®, Aviator®, Catapult®, Cent-O-Gram®, Defender®, Dial-O-Gram®, Explorer®, Navigator®, OHAUS®, Pioneer®, Primer®, Ranger®, Scout®, Triple Pro®, Trooper®, Valor®, Voyager®. Trademarks: AutoCal™, Caltest™, Champ™, FillGuide™, Harvard Junior™, InCal™, Maxi-Scoop™, Modular Concept™, Moveable FineRange™, ProgramLink™, QuadraStance™, ScientificStoreroom™, SmarText™, Traveler™, Weigh the Benefits™. Permission is required to reproduce the OHAUS Logo or OHAUS trademarks for use in printed materials or for electronic transmission. Please contact OHAUS Marketing Communications for permission.

Warranty

PALMER HAMILTON, LLC warrants that its products shall be free from defects in original material and workmanship for the period listed below from the original shipment date or substantial completion date. This warranty shall not apply to normal wear and tear. In the event products are damaged as a result of misuse, abuse, vandalism, neglect, accident, improper application, and modification or repair by persons not authorized by PALMER HAMILTON, the company reserves the right to render any warranties null and void. The company will, at its discretion, repair or replace any defects. Any repair or replacement must be approved in advance by the factory before any action is taken. There are no implied warranties of fitness or merchantability, and there are no other express warranties beyond the warranties expressed here.

Product Name / Family	Warranty (in years) (also see limitations and exclusions page)
Mobile, Covey - Cluster Seating & Accessories	
Mobile Folding Tables, Wall Pocket Systems, T-Rex by Nomad	15 ^A
Recycle & Trash Receptacles, Condiment Centers, Covey – Cluster Seating	5 ^B
Rally - power hub and power accessories. - table surface, frame and base. - wood seats/upholstered seats.	1 15 ^B 5
Palmer Hamilton Design	
Cabinetry, Planters, & Crowd Control Products	5 ^C
Art & Décor Products	5 ^C
Nomad Tables	
Aero, Alloy, Story, Sync	5
Parx	1
Re-Load - charging hub, charger and battery. - table surface, frame and base.	1 ^D 5 ^D
Nomad Seating	
Chariot - Booths, Settees & GoPanels	5
Buddy Bench	5 ^B
Encore, Cosmo - Chairs	5
Hive, Daisy - Collaborative Lounge	5 also see Hive Pricer for details
Filo, Kendo, Tiki - Chairs	2
Kurpie - Chairs	1
Spree - Chairs	5
TimberRidge - Chairs	1
All other metal frame stack chairs	2
Other	
Carts, Booth Movers, Essay	5
Booth Movers	2
Essay – Library Shelving and Circulation Desks	15
Umbrella	1

Note: For ^{A,B,C,D} and other details, see limitations and exclusions page as it is an integral part of our Warranty Policy.

Warranty Terms, Conditions, Limitations and Exclusions

General Exclusions/Limitations:

- Any frame leg and/or foot glide, bumper, threaded leveling glide, or endcap contained on or within any of Palmer Hamilton's products sold (Including Nomad) is considered a normal wear and tear item and not subject to warranties specified in table on page 1, whether or not footnoted in table. This includes, but is not exclusive to, any mobile products, chair or stool model NOMAD products, or any HIVE or DAISY collaborative furniture.
- Customer warrants that Palmer Hamilton products are suitable for use in their environment and this warranty does not cover any additional claims resulting in indirect, consequential, or accidental damages to their environment.
- Warranty periods for products are valid for an intended use environment based on an 8 hour per day, 40 hour per week.

Mobile & Accessories:

- ^A **T-Rex** – 60" round single flip top table is warrantied for 5 years.
- ^B Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Palmer Hamilton Design:

- ^C Products sold in these categories from time to time may include components sourced from independent vendors and, as a matter of course, will reflect the vendor's warranty terms, conditions, and duration. The warranty on these components may be less encompassing than Palmer Hamilton's stated manufacturer's warranty. Claims against these products will be reviewed on a case-by-case basis.

Nomad Tables:

- **Alloy** – Cast bases and columns are warrantied for 5 years. Indoor particleboard and MDF core tops have a 5 year warranty. Indoor/outdoor composite tops have a 3 year limited warranty.
- ^D **Reload** – See Re-Load Operations Manual for details.

Nomad Seating:

- **Chariot Booth** – Frame and fiberglass units are warrantied for 5 years. For fabric upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Encore and Cosmo** Chairs – 5 year structural warranty. For upholstered seats or seat backs, only the warranty offered by the original fabric manufacturer applies. Does not include wear items (glides, finishes and upholstery).
- **Spree** Chairs – Upholstery treatments and fabrics are subject to warranties offered by the respective fabric manufacturer.
- **Daisy** - Frame and structure are warrantied for 5 years. For upholstered fabrics, only the warranty offered by the original fabric manufacturer applies. COM or COL fabrics supplied by the customer are not warrantied by Palmer Hamilton.
- **Hive** – Because of the extremely custom nature of this product line, please see the Hive Pricer for coverage limits and exclusions.

Other:

- **Carts** – Warranty is 5 years for structure and workmanship and 1 year for casters. Carts include the Reload Battery cart, Sync table cart, Aero table cart, Parx table cart, Kendo chair cart, Filo chair cart, and Encore chair cart.
- **Booth Movers** – Warranty is 2 years. Product is used for fixed frame Chariot booths.
- **Essay** – This warranty does not cover ordinary wear and tear or problems caused by abusive or abnormal use, modification or alteration, improper assembly/installation, failures resulting from inadequate inspection and maintenance, accident, vandalism, or freight damage. Any incidental or consequential damages, including but not limited to business losses, personal property damage and third party liabilities are hereby expressly excluded.
- **Umbrellas** – All commercial models are protected by a 1 year manufacturer's warranty against defects and the fiberglass ribs are protected against defects for 3 years. Manufacturer offers a 5 year warranty against fade and the stitching is protected with a 1 year warranty against defects.

All warranty terms, conditions, limitations and exclusions are subject to change without notice.

MADE IN THE U.S.A.



POPULAS PRODUCTS ARE PROUDLY BUILT IN THE NORTHWEST UNITED STATES. CUSTOMER SERVICE STAFF ALL LIVE HERE, TOO.



WE STAND BY OUR PRODUCTS.
IF YOU NEED US, WE'RE HERE:
1.800.957.2720

or email
customerservice@populasfurniture.com

LIFETIME WARRANTY

At POPULAS we love making high quality furniture for our customers. All of our environmentally-friendly manufacturing processes happen in the United States, and our products are built with durable US made steel, aluminum and wood products. To back up our pledge of quality, we offer a Lifetime Warranty on many of our products.

The POPULAS Furniture Lifetime Warranty covers defects in materials and workmanship in selected products that are sold to POPULAS Furniture customers. The warranty period lasts for the lifetime of the product after receipt. We will repair or replace any product component or product that is deemed to be defective by a POPULAS representative.

Lifetime Warranty does not cover:

Damage to any product caused by improper use, application or installation; changes in the look of any finish over time due to normal aging; damage to any finish caused by improper cleaning, maintenance or exposure to corrosive elements; normal wear and tear, which includes scuffs and areas of heavy wear; incidental or consequential damages, including labor to replace parts or products, repair of hydraulic hoses or recharge of hydraulic fluid for the Accella™ and Infinity™ series products.

Products not covered by the Lifetime Warranty:

- Motorized and electrical components included in the Vox™, Infinity™ and Approach™ brand of products are covered by a Five (5) Year Limited Warranty.
- The gas piston included in the GPP models is covered by a Five (5) Year Limited Warranty.





WARRANTY

Our warranty is a way of pledging excellence in the quality of our products. It is a way of protecting our customer's investments and continuing product improvement. Mostly, our warranty is a way of extending our dedication to our customers.

LIMITED LIFETIME WARRANTY

Safco warranty obligation: We pledge to repair or replace, at Safco's option, any Safco product or component that is defective in material or workmanship for as long as you, the original purchaser, own it. This warranty is subject to the provisions below.

LIABILITY LIMITATIONS

The following listed parts, components and supplies are covered under warranty in accordance with the below schedule following the product purchase date.

- **One Year:** Mogo Seat
- **Ten Years:** Seating controls and cylinders, Rumba™, Cha-Cha™, Tango™ and Electric Height-Adjustable Table Series laminates. AlphaBetter® Phenolic and Kydex® tops.
- **Five Years:** Glides, casters and polymer-based components, user-adjustable work surface mechanisms, seating upholstery fabrics, foam, laminates, veneer finishes and other covering materials, drawer glides, controls and guides that are in contact with moving parts, AlphaBetter® patented Pendulum™ Swinging Footrest Bar and electrical components.
- **Three Years:** Outdoor Products (Entourage™, Evos™, Canmeleon™, Cogo™).

WARRANTY SUBJECT TO EXCLUSIONS

Exclusions pertaining to this warranty are as follows but are not limited to:

- Product or product components utilized with the intent to rent or lease.
- Freight damages: Safco is not liable for any product damages sustained during shipping or handling operations. Safco provides specific policies and requirements regarding shipping and handling, and reserves the right to review and address product distribution matters separately.
- Normal wear and tear.
- Product negligence: A product is not considered defective upon improper installation, or misuse of the product or its components.
- Alterations or attachments to the product that were not approved by Safco.
- All COM fabric is not covered under this warranty.
- All corrugated products or components.
- Use of non-multiple shift products for multiple shifts.
- Products used for rental purposes.

Safco's warranty obligation is limited to normal use upon receipt of our products.

Normal commercial usage for seating is defined as the equivalent of a single shift, forty (40) hour workweek. To the extent that a seating product is used in a manner exceeding this, the applicable warranty period will be reduced in a prorata manner.

Models warranted for multiple shifts:

- Task Master® Industrial Series
- Soft Tough™ Series
- WorkFit™ Polyurethane Series
- Uber™ Series (500 lbs.)
- Alday™ Intensive-Use (500 lbs.)
- Vue™ Intensive-Use (500 lbs.)

WARRANTY PROCEDURES

Please follow the warranty procedures described below to ensure apt and responsive service.

1. Once a defect has been discovered, the original purchaser must contact Safco immediately (within 30 days of defect detection), in writing, with the serial number(s) (if applicable), date code and model number from the product(s) in question.
2. Upon inspection of the product(s), Safco will collect all relevant information necessary for review of the request.
3. Product replacement, replacement parts and repairs will be authorized by a Customer Care representative if acknowledged to be necessary under product warranty eligibility conditions.

SPECIFIC LIMITATIONS REGARDING COLOR VARIATIONS, FABRICS AND FINISHES

Natural products have varying grains and colors. Due to such natural variations occurring in materials such as wood and leather, these characteristics are not considered defects. Safco does not warrant the color-fastness or matching of colors, grains or textures of such materials. Materials supplied, selected or provided by the customer (COM) are not warranted.

Buyer is responsible for freight to and from factory on all warranty claims. Any description of the goods sold hereunder, including any reference to Buyer's specifications and any description in catalogs, circulars and other written material published by Safco is for the sole purpose of identifying goods and shall not create an express or implied warranty that the goods shall conform to such description.

There are no other warranties, and Safco disclaims all implied warranties including warranties of merchantability, fitness for a particular purpose and freedom from patent infringement. No agent, employee or representative of Safco has any authority to bind Safco to any affirmation, representation or warranty except as stated herein.

Safco shall have no liability for indirect, incidental, consequential or special damages of any kind. These limitations are agreed allocations of risk. Under no circumstances shall Safco's liability with regard to the sale or use of the products exceed the purchase price paid by the buyer for the products. Terms and conditions of this warranty are subject to change without notice.



AFFINIS

P.O. Box 1089 , Mooresville, IN 46158 , 800-733-8073, www.affinis.biz



SecoSelect Manufacturer's Limited Warranty EQUIPMENT INSTALLED IN THE U.S.A. AND CANADA

Subject to the terms, conditions and limitations herein, **SecoSelect** warrants to the original purchaser that its equipment, as originally supplied, is free from defects in materials and workmanship, and will perform adequately under normal use and service.

Standard Warranty

SecoSelect will replace or repair any part or parts found to be defective in material or workmanship for a period of one (1) year from date of installation, or a maximum of (18) months from the date of manufacture.

Warranty labor coverage at **SecoSelect's** standard rates during normal weekday business hours is provided to repair or replace any component found defective under the terms of the **SecoSelect** warranty for a period of one (1) year from the date of the original installation. Overtime, weekend, and holiday premiums will be the responsibility of the buyer.

Portable equipment (equipment with cord and plug with a weight of 70 pounds or less) must be taken or shipped, freight prepaid, to the nearest **SecoSelect** Authorized Service Representative or returned to the factory for warranty repairs. The following products fit this category: R4, R4S, R19, R19S, R19GD, RS3-AL, H3-AL, S1, S1S, HA1250, HA1500, HA1750, and any other unit 70 pounds or less ("Portable Equipment").

This warranty applies only to the original purchaser at the original installation location. All warranty work must be performed by a **SecoSelect** Authorized Service Representative or at **SecoSelect's** manufacturing facility. All warranty parts must be OEM and obtained through a **SecoSelect** authorized parts distributor.

This Limited Warranty does **NOT** cover claims relating to; (i) installation or connection to improper utilities, or use contrary to instructions furnished by **SecoSelect**; (ii) normal care and maintenance. This includes, but is not limited to: calibration of thermostats and controls, adjustments to doors, hinges, springs, and replacement of acrylic, synthetic, silicone, or rubber products, trim items, casters, accessories, electrical cords, and fuses; (iii) equipment failure caused by inadequate water quality, improper cleaning, harsh chemicals or acids; (iv) instances where the equipment has been; (a) altered or repaired other than by a **SecoSelect** Authorized Representative, (b) damaged due to misuse or misapplication, neglect, abuse, accident, fire, flood, riot or acts of God, (c) used other than in accordance with the procedures and instructions contained in the Operator's Manual, or (d) damaged during transit or delivery.

If, upon inspection by **SecoSelect** or its Authorized Service Agency, it is determined that this equipment has not been properly installed, the warranty will be void.

If the nameplate or other identifying marks have been removed, defaced or changed or the unit has been repaired or altered by persons other than expressly approved by **SecoSelect**, the warranty will be void.

When any situation occurs which voids the warranty, the manufacturer shall not be liable for any damage to any person or any property which may result from the use of the equipment thereafter. Warranty is limited to **SecoSelect** manufactured products only and does not apply to other equipment which may be connected to or installed within.

Enhanced Five Year Warranty

SecoSelect has enhanced the warranty for all machines **purchased after February 1, 2019**. All such machines will carry a **five (5) year “bumper-to-bumper” parts warranty**, and a one (1) year labor warranty provided customer selects and completes SecoSelect's Total Delivery service (TDS) for a one-time fee of \$575.00. Total delivery service (TDS) is subject to availability based on location and situation. EC, VC, and portable equipment, as defined herein, are not eligible for the Enhanced Five Year Warranty.

Premium Ten Year Warranty

At the time of purchase after February 1, 2019, for a one-time fee of \$599.00, customers may further extend the warranty to become **ten (10) year “bumper-to-bumper” parts warranty** and a one (1) year labor warranty provided customer selects and completes SecoSelect's Total Delivery service (TDS). EC, VC, and portable equipment, as defined herein, are not eligible for the Premium Ten Year Warranty.

THE FOREGOING LIMITED WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE ORIGINAL PURCHASER'S ONLY REMEDY IS THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR PARTS PROVIDED ABOVE. IN NO EVENT SHALL SECOSELECT BE LIABLE FOR ANY AMOUNT EXCEEDING THE PURCHASE PRICE. UNDER NO CIRCUMSTANCES SHALL SECOSELECT BE LIABLE FOR LOSS OF PROFITS, LOSS OF BUSINESS, DAMAGE TO PROPERTY, OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.



Our Vision

Good things come in 3's. And G's.

Goals. Guarantees. Growth.

Goals

Our objective is to consistently and methodically exceed our customer's expectations through high-quality design and superlative customer service. We live by researching anything relative to our vision and we tirelessly pursue knowledge of our markets and implement strategies that will make us #1 in every market segment. Through collective knowledge and individual proactive thinking, we experience first-hand what our customers really want. Everyone in our company compliments our vision of maintaining a patently successful business model.

Guarantees

Our passion is innovative, sustainable design that our customers have come to expect from us. Whether it's our Swirl™ option or a customized project, we constantly improve all of our prototypes until every aspect of a design and every detail is just how we want it. Perfection in our products allows us to offer unmatched qualities and warranties. We are the only company with a Lifetime Guarantee because we develop the best tables on the market. Period. That's why most of our customers are repeat and referrals.

Growth

After thirty years of business, Southern Aluminum has grown exponentially and, might we add, still growing. A continuing relationship with our customers keeps us motivated. Our customers are more than an order number; they are the reason we do what we do. Our obsession for quality, a passion for people, and attention to detail is what keeps our vision as fresh and invigorated as it was in the beginning. And this will always be what moves us forward.

1 YEAR WARRANTY

(for Sakura, TSD & CRT Series-Parts and Labor Warranty / for TSSC Series-Parts Warranty for the Cabinet Only)

Warranty Claims...

All claims for parts or labor must be made directly through Turbo Air.

All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the alleged defect.

In case of compressor replacement under warranty, either compressor or compressor tag must be returned to Turbo Air along with above listed information.

Failure to comply with warranty policies will result in voiding claims.

One-Year Parts & Labor Warranty...

Turbo Air warrants all new refrigerated components, the cabinet and all parts, (for TSSC Series, all parts relative only to original cabinet), to be free from defects in materials or workmanship, under normal and proper use and maintenance service as specified by Turbo Air and upon proper installation* (indoor building only) and start-up in accordance with the instruction packet supplied with each Turbo air unit. Turbo Air's obligation under this warranty is limited to a period of one (1) year from the date of original installation or 15 months after shipment date from Turbo Air, whichever occurs first.

Any part, covered under this warranty, that are by Turbo Air to have been defective within one (1) year of original installation or fifteen (15) months after shipment date from manufacturer, whichever occurs first, is limited to the repair or replacement, including labor charges (except for TSSC Series*), of defective parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by Turbo Air.

(*Installation in unstable, mobile, and enclosed area may not be considered as proper installation. Remote units and TSSC series are limited to one-year parts warranty, relative only to original cabinet components. No labor will be covered)

Additional Four-Year Compressor Warranty...

In addition to the one (1) year warranty stated above, Turbo Air warrants its hermetically sealed compressor to be free from defects in both material and workmanship under normal and proper use and maintenance service for a period of four (4) additional years from the date of original installation, but not to exceed five (5) years and three(3) months after shipment from the manufacturer.

Compressor determined by Turbo Air to have been defective within this extended period will, at Turbo Air's discretion, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The four (4) year extended compressor warranty applies only to hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to, cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly or and other electrical components, etcetera.

404A / 134a Compressor Warranty...

The four-year compressor warranty detailed above will be void if the following procedure is not carefully adhered to:

1. This system contains R404A or R134a refrigerant and polyol ester lubricant. The polyol ester lubricant has rapid moisture absorbing qualities.
2. Drier replacement is very important and must be changed when a system is opened for servicing. A620 copper drier or better is highly recommended.
3. Micron level vacuums must be achieved to ensure low moisture levels in the system. 500 microns or lower must be maintained.
4. When compressor is grounded, suction drier and 620 drier or better must be replaced.
5. Compressor must be obtained through Turbo Air, unless otherwise specified in writing, through Turbo Air's warranty department.

What is Not Covered by This Warranty...

Turbo Air's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty. NO CONSEQUENTIAL DAMAGES. TURBO AIR IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES, OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE REGARDLESS OF WHETHER OR NOT THEY RESULT FROM REFRIGERATION FAILURE. WARRANTY IS NOT TRANSFERABLE. This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER THE WARRANTY PACKET PROVIDED WITH THE UNIT. Turbo Air will not be held responsible for the following external factors: ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD, OR IMPROPER ELECTRICAL CONNECTIONS. TURBO AIR IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM ELECTRICAL POWER FAILURE, THE USE OF EXTENSION CORDS, LOW VOLTAGE, OR VOLTAGE DROPS TO THE UNIT. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE FOREGOING WARRANTIES ARE EXCLUSIVE AND EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Warranty information card must be submitted via post mail or electronically on our website at www.turboairinc.com/registration within 7 days from the purchase date. Failure to comply may result in your warranty being voided.

All coverage provided within this warranty is applicable only to the United States, including Alaska and Hawaii, and Canada, excluding U.S. Territories; limited parts only warranty in U.S. Territories. Turbo Air is not responsible for any warranty claims made on products sold or used outside the fifty states of the United States and Canada.

The extended warranty period specific to each Turbo Air product applies to all units sold by Turbo Air starting April 1, 2016.

REFRIGERATOR MANUFACTURER
Turbo air

2 YEAR WARRANTY

(for J-Series, Glass Door Products (All TGM, TGF, TGIM), Open Display, Bakery and Deli Cases, Ice Cream Dipping Cabinets)

Warranty Claims...

All claims for parts or labor must be made directly through Turbo Air.

All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the alleged defect.

In case of compressor replacement under warranty, either compressor or compressor tag must be returned to Turbo Air along with above listed information.

Failure to comply with warranty policies will result in voiding claims.

Two-Year Parts & Labor Warranty...

Turbo Air warrants all new refrigerated components, the cabinet and all parts, to be free from defects in materials or workmanship, under normal and proper use and maintenance service as specified by Turbo Air and upon proper installation* (indoor building only) and start-up in accordance with the instruction packet supplied with each Turbo Air unit. Turbo Air's obligation under this warranty is limited to a period of two (2) year from the date of original installation or twenty seven (27) months after shipment date from Turbo Air, whichever occurs first.

Any part, covered under this warranty, that are by Turbo Air to have been defective within two (2) year of original installation or twenty seven (27) months after shipment date from manufacturer, whichever occurs first, is limited to the repair or replacement, including labor charges, of defective parts or assemblies. The labor warranty shall include standard straight time labor charges only and reasonable travel time, as determined by Turbo Air.

(*Installation in unstable, mobile, and enclosed area may not be considered as proper installation. Remote units are limited to one-year parts warranty, relative only to original cabinet components. No labor will be covered)

Additional Three-Year Compressor Warranty...

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

Compressor determined by Turbo Air to have been defective within this extended period will, at Turbo Air's discretion, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

The three (3) year extended compressor warranty applies only to hermetically sealed parts of the compressor and does not apply to any other parts or components, including, but not limited to, cabinet, paint finish, temperature control, refrigerant, metering device, driers, motor starting equipment, fan assembly or and other electrical components, etcetera.

404A / 134a Compressor Warranty...

The three-year compressor warranty detailed above will be void if the following procedure is not carefully adhered to:

1. This system contains R404A or R134a refrigerant and polyol ester lubricant. The polyol ester lubricant has rapid moisture absorbing qualities.
2. Drier replacement is very important and must be changed when a system is opened for servicing. A620 copper drier or better is highly recommended.
3. Micron level vacuums must be achieved to ensure low moisture levels in the system. 500 microns or lower must be maintained.
4. When compressor is grounded, suction drier and 620 drier or better must be replaced.
5. Compressor must be obtained through Turbo Air, unless otherwise specified in writing, through Turbo Air's warranty department.

What is Not Covered by This Warranty...

Turbo Air's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty. NO CONSEQUENTIAL DAMAGES. TURBO AIR IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES, OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE REGARDLESS OF WHETHER OR NOT THEY RESULT FROM REFRIGERATION FAILURE. WARRANTY IS NOT TRANSFERABLE, This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER THE WARRANTY PACKET PROVIDED WITH THE UNIT. Turbo Air will not be held responsible for the following external factors: ALTERATION, NEGLIGENCE, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD, OR IMPROPER ELECTRICAL CONNECTIONS. TURBO AIR IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM ELECTRICAL POWER FAILURE, THE USE OF EXTENSION CORDS, LOW VOLTAGE, OR VOLTAGE DROPS TO THE UNIT. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE FOREGOING WARRANTIES ARE EXCLUSIVE AND EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Warranty information card must be submitted via post mail or electronically on our website at www.turboairinc.com/registration within 7 days from the purchase date. Failure to comply may result in your warranty being voided.

All coverage provided within this warranty is applicable only to the United States, including Alaska and Hawaii, and Canada, excluding U.S. Territories; limited parts only warranty in U.S. Territories. Turbo Air is not responsible for any warranty claims made on products sold or used outside the fifty states of the United States and Canada.

The extended warranty period specific to each Turbo Air product applies to all units sold by Turbo Air starting April 1, 2016.



3 YEAR WARRANTY

(for Super Deluxe Series, Premiere Pro Series, M3 Series, Underbar Equipment, Milk Coolers)

Warranty Claims...

All claims for parts or labor must be made directly through Turbo Air.

All claims should include: model number of the unit, the serial number of the cabinet, proof of purchase, date of installation, and all pertinent information supporting the alleged defect.

In case of compressor replacement under warranty, either compressor or compressor tag must be returned to Turbo Air along with above listed information.

Failure to comply with warranty policies will result in voiding claims.

Three-Year Parts & Labor Warranty...

Turbo Air warrants all new refrigerated components, the cabinet and all parts, to be free from defects in materials or workmanship, under normal and proper use and maintenance service as specified by Turbo Air and upon proper installation* (indoor building only) and start-up in accordance with the instruction packet supplied with each Turbo air unit. Turbo Air's obligation under this warranty is limited to a period of three (3) year from the date of original installation or thirty nine (39) months after shipment date from Turbo Air, whichever occurs first.

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

(*Installation in unstable, mobile, and enclosed area may not be considered as proper installation. Remote units are limited to one-year parts warranty, relative only to original cabinet components. No labor will be covered)

Additional Two-Year Compressor Warranty...

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

Compressor determined by Turbo Air to have been defective within this extended period will, at Turbo Air's discretion, be either repaired or replaced with a compressor or compressor parts of similar design and capacity.

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

404A / 134a Compressor Warranty...

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

1. This system contains R404A or R134a refrigerant and polyol ester lubricant. The polyol ester lubricant has rapid moisture absorbing qualities.
2. Drier replacement is very important and must be changed when a system is opened for servicing. A620 copper drier or better is highly recommended.
3. Micron level vacuums must be achieved to ensure low moisture levels in the system. 500 microns or lower must be maintained.
4. When compressor is grounded, suction drier and 620 drier or better must be replaced.
5. Compressor must be obtained through Turbo Air, unless otherwise specified in writing, through Turbo Air's warranty department.

What is Not Covered by This Warranty...

Turbo Air's sole obligation under this warranty is limited to either repair or replacement of parts, subject to the additional limitations below. This warranty neither assumes nor authorizes any person to assume obligations other than those expressly covered by this warranty. NO CONSEQUENTIAL DAMAGES. TURBO AIR IS NOT RESPONSIBLE FOR ECONOMIC LOSS; PROFIT LOSS; OR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSSES, OR DAMAGES ARISING FROM FOOD OR PRODUCT SPOILAGE REGARDLESS OF WHETHER OR NOT THEY RESULT FROM REFRIGERATION FAILURE. WARRANTY IS NOT TRANSFERABLE, This warranty is not assignable and applies only in favor of the original purchaser/user to whom delivered. ANY SUCH ASSIGNMENT OR TRANSFER SHALL VOID THE WARRANTIES HEREIN AND SHALL VOID ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR LABOR COVERAGE FOR COMPONENT FAILURE OR OTHER THE WARRANTY PACKET PROVIDED WITH THE UNIT. Turbo Air will not be held responsible for the following external factors: ALTERATION, NEGLECT, ABUSE, MISUSE, ACCIDENT, DAMAGE DURING TRANSIT OR INSTALLATION, FIRE, FLOOD, ACTS OF GOD, OR IMPROPER ELECTRICAL CONNECTIONS. TURBO AIR IS NOT RESPONSIBLE FOR THE REPAIR OR REPLACEMENT OF FAILED OR DAMAGED COMPONENTS RESULTING FROM ELECTRICAL POWER FAILURE, THE USE OF EXTENSION CORDS, LOW VOLTAGE, OR VOLTAGE DROPS TO THE UNIT. NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; THE FOREGOING WARRANTIES ARE EXCLUSIVE AND EXPRESSLY GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY. THERE ARE NO WARRANTIES, WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

Warranty information card must be submitted via post mail or electronically on our website at www.turboairinc.com/registration within 7 days from the purchase date. Failure to comply may result in your warranty being voided.

All coverage provided within this warranty is applicable only to the United States, including Alaska and Hawaii, and Canada, excluding U.S. Territories; limited parts only warranty in U.S. Territories. Turbo Air is not responsible for any warranty claims made on products sold or used outside the fifty states of the United States and Canada.

The extended warranty period specific to each Turbo Air product applies to all units sold by Turbo Air starting April 1, 2016.





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Have questions?

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sales@schooloutfitters.com

www.schooloutfitters.com

School Outfitters is offering TIPS customers a 3% discount off our already low website prices found on our website.

www.schooloutfitters.com

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

School Outfitters LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

- ☐ Individual/sole proprietor or single-member LLC
- ☐ C Corporation
- ☐ S Corporation
- ☐ Partnership
- ☐ Trust/estate
- ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **P**
- Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 638517

3736 Regent Avenue

6 City, state, and ZIP code

Cincinnati, OH. 45263-8517

Cincinnati, OH. 45212-3724

7 List account number(s) here (optional)

Requester's name and address (optional)

PH: 800-260-2776

FAX: 800-494-1036

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

				-			-				
--	--	--	--	---	--	--	---	--	--	--	--

or

Employer identification number

6	1	-	1	3	4	1	9	4	3
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Sharon Murray

Date ►

JAN 06 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.