

TIPS VENDOR AGREEMENT

Between KinderLab Robotics, Inc. _____ and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200903 Books, Library, and Educational Materials

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 of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation's Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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 that the participation fee is due to TIPS for all

Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, 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 immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

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 200903 Books, Library, and Educational Materials

Company Name KinderLab Robotics, Inc
Address 7 Sun Street
City Waltham State MA Zip 02453
Phone 781 894 4022 Fax 781 894 4033
Email of Authorized Representative info@kinderlabrobotics.com
Name of Authorized Representative Mitch Rosenberg
Title CEO
Signature of Authorized Representative 
Date 09/24/2020
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 12/3/2020

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.



200903

**KinderLab Robotics, Inc.
Supplier Response**

Event Information

Number 200903
Title Books Library and Educational Materials
Title Request for Proposal
Issue Date 9/3/2020
Deadline 10/1/2020 03:00 PM CST

Contact Information

Address Region 8 Education Service Center
48400 Highway 271 North
Pittsburg 75808
Phone 01 800 839 8477
Email bids@tipsusa.com

Contact ☐ Jeff Miller
 Address ☐ 7 ☐ ☐n ☐treet
☐ ☐ altham ☐M ☐ 024 ☐3
 Phone ☐ 781 ☐894 ☐4022
☐a ☐ 781 ☐894 ☐4033
 Email ☐ jeff@kinderlabrobotics.com

Mitchell Rosenberg
Signature
Submitted at 9/29/2020 8:27:08 AM

info@kinderlabrobotics.com
Email

Thank you for this opportunity

Vendor Agreement 200903 Vendor Agreement final.pdf

The Vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

OOOO encrypted or password protected files.

If you have taken exception to any of the agreement language and noted the exception in the definitions section of the attributes for the agreement, complete the **REEMERGE FORM** until those definitions have been negotiated and resolved with your management. [Download the signed form here](#) because this is a required document.

The vendor must download the RCE and REE files from the attachment tab, fill in the requested information and upload the completed spreadsheet.

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Vendor: KinderLab Robotics, Inc.

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Proposed Goods and Services

KinderLab Robotics Price List 010120.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. 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.

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
PDF or PDF encrypted or Password Protected files.

Warranty

Warranty document

Warranty information if applicable must be scanned and uploaded. PDF format Only
PDF or PDF encrypted or Password Protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. Company information—brochures, catalogs, etc. PDF format Only
PDF or PDF 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
PDF or PDF encrypted or Password Protected files.

Logo and Other Company Marks

kinderlab robotics logo.png

If you desire please upload your company logo to be added to your individual profile page on the vendor website. If an additional 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 pixels .png, .eps, .meg preferred

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

No response

OPTIONAL 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.tihsa.com/assets/documents/docs/CIQ.pdf>.

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

COMPLETE PDF FORM IF COMPANY MEMBER ELECTED OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

OPTION IF ANSWERED MAY BE COPIED PER ABOVE TO ATTRIBUTE PLEASE DOWNLOAD AND COMPLETE AND UPLOAD THE Standard Form-LLL, “disclosure Form to Report Lobbying,” in the Response attachments section.

Confidentiality Form

200903 CONFIDENTIALITY CLAIM FORM.pdf

REQUIRED CONFIDENTIALITY CLAIM FORM. Complete the form according to your company requirements make an desired attachments and upload to the appropriate section under Response Attachments PDF FORM EFORM PDF
PDF or PDF encrypted or Password Protected files

Current W-9 Tax Form

W-9 KinderLab Feb 2020.pdf

You are required to upload a current W-9 Internal Revenue Service Record form for your entity. This form will be utilized to properly identify your entity. Additionally, if not designated “Confidential” in your proposal response this W-9 may be accessed by other Members for the purpose of making other 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

The KinderLab Robotics Program1.docx

Program Description

KinderLab Robotics Price List 010120.pdf

Program Pricing

KinderLab Robotics Extensions Price List 010120.pdf

Extensions Pricing

KinderLab Robotics Curriculum Price List 030119.pdf

Curriculum Pricing

Growing-with-KIBO-Lessons-1-2-Intro.pdf

Sample Lesson

KIBO Bowling.pdf

Sample Activity

Connecting-with-KIBO.pdf

Blended Learning During a Pandemic

Half Day KIBO Training Agenda.pdf

Sample Professional Development Agenda

2020 Discount Schedule for End Users.docx

Additional Program Discount Notes

Bid Attributes

1	Yes - No Is disadvantaged/Minority-owned 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. <input type="text"/>
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 U.S. Small Business Administration at https://www.sba.gov/offices/headquarters/hub/ Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB/CERCLINE section. <input type="text"/>
3	Yes - No The vendor can provide services and/or products to all 50 states? <input type="text"/>
4	States Served: If answer is NO to question 3, please list which states can be served. (Example: RO) <input type="text"/>

5 Company and/or Product Description:

This information will appear on the website in the company profile section if awarded a contract. Limit 700 characters.

KIDLABO is the screen-free robot kit for kids that lets 4 to 7 year olds create, design, decorate and bring their own robot to life. KIDLABO is an easy and fun way to bring robotics and coding to our young learners and spark their interest in STEM.

When children code with KIDLABO they are learning invaluable skills that will lead them on the path for success in science, technology, engineering, art and mathematics. STEM skills and future careers. As they learn all these skills, they will think it is just fun.

Based on 20 years of early child development research, this hands-on educational robot engages young students to learn STEM concepts through play and creative self-expression.

STEM learning with KIDLABO is fun, imaginative and easy. Our youngest learners will effortlessly discover these concepts by coding with wooden building blocks, creating sequences and learning design processes.

6 Primary Contact Name

Primary Contact Name

Jeffrey Miller

7 Primary Contact Title

Primary Contact Title

Business Manager

8 Primary Contact Email

Primary Contact Email

jeff@kinderlabrobotics.com

9 Primary Contact Phone

Enter 10 digit phone number. No dashes or extensions

Example 8008398477

9782890400

10 Primary Contact Fax

Enter 10 digit phone number. No dashes or extensions

Example 8008398477

No response

11 Primary Contact Mobile

Enter 10 digit phone number. No dashes or extensions

Example 8008398477

No response

12 Secondary Contact Name

Secondary Contact Name

Jeff Tarr

13 Secondary Contact Title

Secondary Contact Title

Business Manager

14	Secondary Contact Email Secondary Contact Email <input type="text" value="effstarr@kinderlabrobotics.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. No dashes or extensions Example 8398477 <input type="text" value="7818944022"/>
16	Secondary Contact Fax Enter 10 digit phone number. No dashes or extensions Example 8398477 <input type="text" value="7818944033"/>
17	Secondary Contact Mobile Enter 10 digit phone number. No dashes or extensions Example 8398477 <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 KLR. <input type="text" value="Jeff Tarr"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="info@kinderlabrobotics.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. No dashes or extensions Example 8398477 <input type="text" value="7818944022"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from KLR. <input type="text" value="Jeff Tarr"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="info@kinderlabrobotics.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. No dashes or extensions Example 8398477 <input type="text" value="7818944022"/>
24	Company Website Company Website format www.com or .com <input type="text" value="www.kinderlabrobotics.com"/>

25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN) numeric only format 1234567890 <input style="width: 90%;" type="text" value="427849"/>
26	Primary Address Primary Address <input style="width: 90%;" type="text" value="7 1st Street"/>
27	Primary Address City Primary Address City <input style="width: 90%;" type="text" value="Altham"/>
28	Primary Address State Primary Address State (2 digit abbreviation) <input style="width: 90%;" type="text" value="M"/>
29	Primary Address Zip Primary Address Zip <input style="width: 90%;" type="text" value="0243"/>
30	Search Words: Please list search words to be posted in the database about your company that website users might search. Words may be product names, manufacturers or other words associated with the category of a award. OMOOOCOEOR OEM. Limit 100 words format product category construction manufacturer name etc. <input style="width: 90%;" type="text" value="Educational MaterialsElementarEducationLibraryMakerspacesCodingComputational ThinkingEducational TechnologyLibraryMaterialsIndexLab Robotics."/>
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 (EEOAR) 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? <input style="width: 100%;" type="text" value="Yes"/>

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6**Yes - No**

For the duration of the Contract, Vendor agrees to provide catalog pricing as defined in the solicitation and below to the Commission request for any goods and services offered on the Vendor's Contract.

Catalog means the available list of tangible personal property or services in the most current listing regardless of date during the life of the contract that takes the form of a catalog, price list, schedule, shelf price or other form that

- A. is regularly maintained by the manufacturer or Vendor of an item and
- B. is either published or otherwise available for inspection by a customer during the purchase process
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

3
7**TIPS Administration Fee**

By submitting a proposal, Vendor agrees that all pricing submitted to the Commission shall include the administration fee as designated in the solicitation or as otherwise agreed in writing which shall be remitted to the Commission by the Vendor or the Vendor's named resellers and as agreed to in the Vendor agreement. Vendor agrees that the fee shall not and will not be added by the Vendor as a separate line item on a Commission member invoice, quote, proposal or any other written communications with the Commission member.

3
8**Yes - No**

Vendor agrees to remit to the Commission 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 any response void and it will not be considered.

3
9**Yes - No**

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

4
0**Years experience in category of goods or services**

Complete 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
1**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 as the awarded Vendor of the Commission.

Example: Walmart is a reseller of CME brand televisions. If CME were a Commission awarded Vendor, then CME would list Walmart as a reseller.

If applicable, Vendor should add all Authorized Resellers within the Commission Vendor portal on a separate

4
2**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
3**Right of Refusal**

Does the proposing Vendor wish to reserve the right not to perform under the awarded agreement with a member at Vendor's discretion?

4
4**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 the proposal non-responsive and it will not be considered.

4
5**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 OR REVENUE OR COMPETE 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 17 cited therein, you are required to complete and file with CIQ.

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.texas.gov/assets/documents/docs/CIQ.pdf>

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

4
6**Filing of Form CIQ**

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

4
7**Regulatory Standing**

I certify to _____ 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
8**Regulatory Standing**

Regulator standing explanation of no answer on previous question.

4
9**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:

☒ 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:

☒ 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, Texas, Tex. Comm. Code Chapter 1.

☒ In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law.

☒ 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. 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 because 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 12849. 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 an 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 4 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.

5
1**Suspension or Debarment Certification**

I/We, undersigned, hereby certify that no federal suspension or debarment is in place which would preclude receiving a federal 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 governmentwide exclusions in the System for Award Management (SAM) in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 198 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 statute or regulation authority other than Executive Order 12549.

I/We, undersigned, hereby certify that no federal suspension or debarment is in place which would preclude receiving a federal funded contract as described above.

5
2**Non-Discrimination Statement and Certification**

In accordance with federal civil rights laws, all departments including the U.S. Department of Agriculture, all federal civil rights regulations and policies, the policies of its agencies, offices, and employees, and institutions participating in or administering federal 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/caregiver 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 the federal government. 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, audio, etc.) should contact the responsible agency or the U.S. Department of Agriculture Center at 202-720-2000 voice and TDD or contact us 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 U.S. Department of Agriculture Program Discrimination Complaint Form (FD-3027) found online at <https://www.aphis.usda.gov/officeofthechiefcounsel/complaints> or visit a local USDA office to file a program discrimination complaint and at an appropriate office or write a letter addressed to the USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call 800-329-9992. Submit your completed form or letter to the USDA by mail to: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or fax to 202-690-7442 or 3 email program.intake@usda.gov

Title of the Education Amendments of 1972, Section 104 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title 7 CFR Parts 155.1(a) and 155.1(b), the Americans with Disabilities Act, and the Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments including the USDA are equal opportunity providers, employers, and lenders.

Not a negotiable term. Failure to agree by undersigned to EEO will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with USDA 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.

53

2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with EOC Region 8 and EOC Members

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

The EOC Region 8 and EOC Members are the subgrantee or beneficiary 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 200.200. 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.

54

2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$10,000 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.

Notwithstanding to the above when federal funds are expended by EOC Region 8 and EOC Members EOC Region 8 and EOC 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?

55

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

Notwithstanding to the above when federal funds are expended by EOC Region 8 and EOC Members EOC Region 8 and EOC Members reserves the right to terminate an 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. EOC Region 8 and EOC Members reserves the right to terminate an 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 EOC Region 8 and EOC Members. No award under this procurement process is not exclusive and the EOC Region 8 and EOC Members reserves the right to purchase goods and services from other vendors when it is in the best interest of the EOC Region 8 and EOC Members.

Does Vendor agree?

5
6**2 CFR PART 200 Clean Air Act**

Clean Air Act 42 U.S.C. 7401-7471 and the Federal Water Pollution Control Act 33 U.S.C. 1201-1387 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. 7401-7471 and the Federal Water Pollution Control Act as amended 33 U.S.C. 1201-1387. 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 EOC Region 8 and EPA Members EOC Region 8 and EPA Members requires that the proposer certify that during the term of an award by the EOC Region 8 and EPA 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
7**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 an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining an Federal contract, grant or another 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 an 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 EOC Region 8 and EPA Members EOC Region 8 and EPA Members requires the proposer certify that during the term and during the life of an contract with EOC Region 8 and EPA Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
8**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders or requirements issued under section 30 of the Clean Air Act 42 U.S.C. 1877 through section 08 of the Clean Water Act 33 U.S.C. 1381 Executive Order 11738 and Environmental Protection Agency regulations 40 CFR Part 101. Contracts, subcontracts and subgrants of amounts in excess of \$100,000.

Pursuant to the above when federal funds are expended by EOC Region 8 and EPA Members EOC Region 8 and EPA 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 30 of the Clean Air Act 42 U.S.C. 1877 through section 08 of the Clean Water Act 33 U.S.C. 1381 Executive Order 11738 and Environmental Protection Agency regulations 40 CFR Part 101.

Does vendor certify that it is in compliance with the Clean Air Act?

5 2 CFR PART 200 Procurement of Recovered Materials

☐ non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 2002 of the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act. The requirements of section 2002 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

6 0 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 13200 title 31 U.S. Code. This certification is a material representation of fact upon which reliance is placed when this transaction is 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 an 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 an 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 lobbied for above

6 1 If you answered "I HAVE lobbied" to the above Attribute Question, you must download the Lobbying Report

Standard Form-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.

Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

□ O

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?

No response

6
4**Indemnification**

The EOC Region 8 and [redacted] 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 2 except as specifically provided below 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 an expense the indemnified party incurs if a specified event occurs such as breaching the terms of the contract or negligent performance of duties under the contract. Article 16 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 contractual imposed obligation of indemnity creates a debt in the constitutional sense. See, Att. Gen. Op. No. M-47 (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. Identified 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 this proposal nonresponsive and it will not be considered. Do you agree to these terms?

6
5**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 clause and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the parties 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 Camarillo or Citrus County, Texas. Agreements reached in mediation shall be reduced to writing and will be subject to the approval by the district 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?

 agree
6
6**Remedies Explanation of No Answer**

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Choice of Law

The agreement between the Vendor and [redacted]/EPC Region 8 and any addenda or other additions resulting from this Procurement Process [redacted] shall be governed by [redacted] and enforced in accordance with the laws of the State of Texas regardless of any conflict of laws principles.

[redacted] OE [redacted] O [redacted] to a Vendor's agreement entered into with a [redacted] Member as the Member may be located outside Texas.

☐ I agree to these terms

☐ I agree

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Venue, Jurisdiction and Service of Process

Any proceeding involving Region 8 EPC or [redacted] arising out of or relating to this Procurement Process or any contract issued by [redacted] resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Cam County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding. [redacted] waives any objection it may now or hereafter have to venue or to convenience of forum. [redacted] 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 Cam County or its County, Texas.

☐ I agree to these terms

☐ I agree

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Infringement(s)

The successful Vendor will be expected to indemnify and hold harmless the [redacted] 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 awarded.

☐ I agree to these terms

☐ I agree

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Infringement(s) Explanation of No Answer

No response

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Contract Governance

Any contract made or entered into by the [redacted] is subject to and is to be governed by Section 271.101 et seq. of the Texas Code. Otherwise, [redacted] 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.

☐ I agree

Payment Terms and Funding Out Clause

Payment Terms

Vendor or Vendor Members shall not be liable for interest or late payment fees on outstanding balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the Vendor 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 Vendor Member which governs contracts entered into by the Vendor and Vendor or a Vendor Member that requires all contracts awarded by Vendor or a Vendor Member are subject to the budgeting and appropriation of current available funds by the entity or its governing body.

See state for specifics or consult your legal counsel.

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

Do you agree to these terms

Yes

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on member premises for delivery training or installation etc. and/or with an automobile 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 criteria

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.

Vendor 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 Criminal Justice Unit Access and Dissemination Bureau at CRJ@texas.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or EOC Region 8 and add. Texas toll free number is 124242474.

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 1 Texas Penal Code or an offense for which a defendant is required to register as a sex offender under Chapter 2 Texas Code of Criminal Procedure or a federal 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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§ 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, subcontractors 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 an building or improvement to real property or for furnishing materials or equipment for the project. The term also includes moving, demolition or excavation.

REPEAL OF THE OLD CONSTRUCTION CONTRACTS ACT AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS OPERATIVE EFFECT.

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Leas Government Code 2270 Verification Form

If a Vendor is not a sole proprietorship and Vendor has ten (10) or more full-time employees and if this Agreement has a value of \$100,000 or more, the following certification shall apply. Otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor nor an affiliate, subsidiary or parent company of the Vendor, if any, the Vendor Companies, boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking an action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Administrative Code 2270.013 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

□E□

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Please upload your company logo to be added to your individual profile page on the BBB website. If an article's 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. Referred logo format 300 x 22 pixels. .png, .eps, .reg referred

Potential uses of companion logos

□□o□r □endor □rofile □age of □□□□ □ebsite

□□otential□ on □□□□ □ebsite scroll bar for □o□ □erforming □endors

Quarterly newsletter sent to 4 Members

☐ Co-branding ☐ Letters and or email blasts to our ☐ Members ☐ Permission and approval will be obtained before publishing

7
8**Solicitation Deviation/Compliance**

Does the Vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this Proposal Invitation?

7
9**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.

Will consider any deviations in its Proposal award decisions and reserves the right to accept or reject any bid based on any deviations indicated below or in any attachments or inclusions.

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

8
0**Agreement Deviation/Compliance**

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

8
1**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. Will consider any deviations in its Proposal award decisions and reserves the right to accept or reject any Proposal based on any deviations indicated below. In the absence of any deviation entry on this attribute, the Proposer assures compliance of their full compliance with the Vendor Agreement.

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2**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 public 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 public 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 so, answer C below are required to provide information in the next attribute.

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3**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

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4**Long Term Cost Evaluation Criterion # 4.**

REVIEW CERE and see in the RFP document under Proposal Pricing 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 10% annually over the previous year for years two and three and potential year four unless an emergent circumstance exists in the marketplace and the excess price increase which exceeds 10% 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 10% except when justified by supporting documentation, you are awarded 10 points if 10 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, you receive 0 points.

increases will be 10% or less annually over previous

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5**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 the material 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@texas.gov

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6**Choice of Law clauses with TIPS Members**

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

I agree

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7**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of an dispute resolution model when resolving disputes with a TIPS member entitled as a result of a transaction between the Vendor and TIPS or the TIPS member entitled, the venue for an 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.

I agree

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

This clause **DOES NOT** prohibit multi-year 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 an automatic renewal clause 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.

☐Agreed

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Indemnity Limitation with TIPS Members

Many states restrict local 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 refunding 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.

☐Agreed

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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?

☐Agreed

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Required Vendor Sales Reporting

Responding to this solicitation, you agree to report to TIPS all sales made under an 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@tiscsa.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.

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Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current 2019 Internal Revenue Service (IRS) 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 you are required 2019 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 in the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

[illegible]

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

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

OFFERER: KinderLab Robotics, Inc.

(Name of Corporation)

Mitchell Rosenberg certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Mitchell Rosenberg

(Name of person who completed proposal document)

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

CEO

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

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

CORPORATE SEAL if available

DocuSigned by:
Mitchell Rosenberg
C83760AB78B4450...
SIGNATURE

9/29/2020

DATE _____

TIPS RFP # 200903

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.

Ab Robotics Inc.

Name of company

Mitchell Rosenberg CEO

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

7000 Altham M 02403 7818944022

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

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.

Signature Mitchell Rosenberg Date 9/29/2020

Our Warranty

What is your warranty?

We offer a 1 month warranty on the BricQ robot and its parts. We test every robot and component before it leaves our factory but sometimes issues do arise. If you are unsatisfied in any way please contact [support](#) for assistance or any questions you may have.

Connecting with KIBO

Using KIBO to support age-appropriate blended learning and distance learning during school closures



Info, News, and Shop at: kinderlabrobotics.com

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In Case of Pandemic, Break Glass!

In the winter and spring of 2020, schools everywhere faced an unprecedented set of challenges brought on by the public health emergency of the COVID-19 pandemic. With virtually no time to plan or prepare, schools and districts had to close their physical buildings to ensure student and staff safety through social distancing. Curriculum and teaching shifted overnight to distance learning models, with administrators and teachers working to solve the associated problems of training, equity, and access “on the fly.” Educators worked longer hours than ever, re-inventing their teaching and figuring out what worked and what didn’t. **The challenge was especially acute for early childhood education, where online, screen-based curriculum and long video chats were simply not age-appropriate solutions.**

As schools and districts plan for the future, everyone is working to translate the discoveries and milestones from this period into durable lessons. What can we as educators do differently to prepare for another situation of extended closure? And even in a return to “normal,” what might we carry forward from this time to improve all of our teaching? What resources do we have that can support us, and what can we put in place now?



An **ideal resource for early childhood education** in a time of school closure:

- Aligns with learning standards and objectives
- Allows hands-on, creative learning through play
- Promotes parent-child engagement through collaborative learning
- Promotes engagement between the child and his/her peers despite distance
- Can be distributed to student homes regardless of technology access

**If your school has KIBO,
you already have this resource ready and waiting!**

Putting Learning First

As we consider the future of schooling – during COVID-19 closures and beyond – we need to look at new models like distance learning and blended learning. But in all these new models, **“learning” remains the most important word!** We know a lot about how young children learn best: through play and movement, through social engagement, and through interaction with manipulatives. As early childhood educators we have a special challenge to maintain these practices even as schooling moves outside of the traditional classroom.

“Kids are craving the opportunity to do hands-on work during this time. Getting creative technology tools like KIBO into the hands of kids is a primary goal of our distance learning program. Parents also want to see that their children are still learning and not falling behind, so parent involvement is part of our strategy.”



Jennifer Barker
STEM Instructional Specialist
Newport News Public Schools

KIBO is a robot kit specifically designed for early childhood. KIBO is entirely screen free, as children program their robots with “tangible code” made of wooden blocks. Through these tangible materials, children engage with powerful ideas in computer science, engineering, and design thinking in an age appropriate way. As we work to promote these skills – and meet our states’ evolving elementary-grades computer science standards – **KIBO is the ideal foundation for an early childhood distance learning program.** KIBO’s standards-aligned curriculum can be adapted to work in recorded lessons, videoconferences, and at home.



Access at Home Promotes Equity

Many of our families lack reliable access to internet or computing resources at home. Providing these families with **access to KIBO is an important move toward equity** in learning across our community. Just as we provide printed packets to support families without reliable internet access or printers, **we can provide hands-on technology tools like KIBO for work at home and to promote parent engagement.**

We can think of KIBO as **“1:1 for K-2”**, putting age-appropriate learning technology into students’ hands to be used with teacher support and parent engagement. By encouraging parents to take on the role of co-learner, we help address parents’ anxiety as well as **promote deeper bonds** – between parents and students, and between parents and school.

Models for Remote Education with KIBO

With a bit of prior planning and logistics, KIBO can become a powerful tool for remote learning. Teachers can share resources and guidance via teleconference or recorded videos, while the physical KIBO robot kits can rotate from home to home, much like a class pet. Parents can help guide children toward positive, creative engagement with technology.

How will STEAM education look at your school?

Blended Learning part-time / small-group classrooms

Your school may implement a part-week schedule with smaller groups at a time. In this situation, you can conduct **small group KIBO lessons with the students in the classroom** using KinderLab's *Growing with KIBO* curriculum book. Collaboration within small groups allows you to promote **social-emotional learning** even as social-distancing requirements change classroom dynamics.

During days when students are not in the classroom, they can continue work on "unplugged" portions of KIBO projects, such as building **decorations with art materials**.

Consider setting up **optional KIBO take-home kits** for children to use with parents in a "KIBO Home Visit" activity. Students might bring a kit home on the weekend and return it when they are next in school. This should be presented as an opt-in, "checkout" model to avoid overwhelming parents.



Distance Learning remote work only

You may need to conduct your robotics classes entirely remotely. In this case, plan **whole-group lessons as either live video-conferences or recorded videos** of yourself. Either way, keep them short! These sessions can introduce KIBO concepts using language and activities adapted from our curriculum. Our *KIBO Says* game works wonderfully over videoconference!



Extend these video lessons with hands on, self-directed activity by **rotating KIBO kits among students' homes**, ensuring that the kits are cleaned and sanitized between families. Keeping one KIBO for yourself for video demonstrations, you can provide the other KIBOs for home use via a rotation. Lead small-group remote videoconferences with the students that have KIBO to support them in their work. A sample schedule for this model is found later in this guide.

KIBO is a flexible resource built on years of research into how young children learn best. Giving children **hands-on, playful learning opportunities** remains critical even in blended and distance learning situations. And when school does return to something more like normal, KIBO will be there to support engaging classroom-based instruction as well.

A Preparation Checklist

For schools, one of the most challenging aspects of the COVID-19 pandemic in early 2020 was the suddenness of school closures. Very few schools had time to prepare for the closures and had to implement many aspects of the program after school buildings were already closed to staff. In planning for future readiness to implement distance learning, consider the following checklist:

- ✓ **Enough KIBOs for Your Learning Model?** More KIBOs available to you increases the options you have. With access to five or more KIBOs (a Small Classroom Package) in a classroom, you will likely be able to organize a program of home-based KIBO sharing. Consider pooling KIBOs across the school or district.

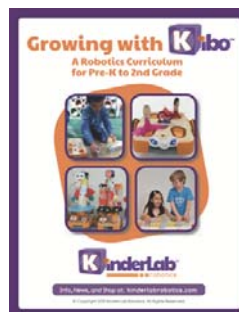
EXAMPLE *For a class of 20 students with five KIBOs, you could send four KIBOs into a home rotation (keeping one for yourself for video demos).*

With access to fewer KIBOs, you may be unable to implement a home-sharing model; you should focus on video lessons only or classroom use in a blended model.

- ✓ **Professional Development:** Professional development for educators must be part of the strategy when implementing new teaching models. KinderLab offers professional development in the use of KIBO in the classroom as well as workshops and video training in how to use KIBO remotely.
- ✓ **Curriculum Resources for Each Teacher and KIBO Kit:** To support teachers working from home, you should ensure that all teachers have their own copies of the key curriculum materials for KIBO. Each rotating KIBO Kit should include parent materials.



KIBO Says Cards
(great for videoconference)



Growing with KIBO
(core curriculum)



Activity Cards
(for independent activities)

Our *Blended Learning Curriculum Bundle* provides all of these teacher- and parent-supporting materials at a discount. Find it at shop.kinderlabrobotics.com.

- ✓ **Lesson-Recording Capabilities:** To limit time spent in group videoconferences (not the ideal learning format for early childhood), we suggest instead sharing short recordings of lessons: KIBO demonstrations, concept introductions, and book readings that might occur during the circle-time portion of a KIBO lesson. A recording setup can be as simple as a smart-phone camera and a classroom-sharing application to distribute the videos.

Sample Schedule for a KIBO Distance Learning Unit

This sample unit is meant as a practical example of how distance-learning and hands-on experiences can be combined in a single sequence. The “Hands-On: Parent-Led” column assumes you are rotating KIBO kits among families. If you are unable to distribute KIBOs to families, a unit like this can be run with only the recorded lessons and check-ins.

Weekly Lessons	Recorded Lesson: Teacher-Led (1 / week, limited to 20 mins)	Hands-On: Parent-Led (expected: 30 mins / wk.)
Weeks 1-2: Our First Program with KIBO Lesson Plan Resource: <i>Growing with KIBO</i> Novice Lessons 1 & 2	Circle-time format demonstration of KIBO build and scanning. Provide plenty of repetition on basic KIBO concepts: what is a program, how to scan. Use <i>KIBO Says</i> cards to ask students to act out KIBO’s movement commands.	Communicate KIBO rotation plan and phone tree to parents. 4 KIBOs will go to 4 families at a time. Class KIBOs go out to Group 1 families.
Weeks 3-4: KIBO The Dream Car Lesson Plan Resource: <i>Growing with KIBO</i> Novice Lessons 5 & 7	Read <i>If I Built a Car</i> (Chris Van Dusen) Decorate KIBO as the “craziest-ever” car. Program KIBO Car to drive. Demonstrate the need for “repairs” when the decorations fall off. Introduce stages of the Engineering Design Process.	Group 1 has KIBO at home. Parent and child work together to document “KIBO’s Visit” and share photos/ video. Small-group videoconference to check-in with group 1.
Weeks 5-6: KIBO Dance Party Lesson Plan Resource: <i>Growing with KIBO</i> Novice Lessons 9	Ask students to dance to the Hokey Pokey. Demonstrate the process building a program to teach KIBO to dance to the song too. “Debug” and improve the program.	Group 2 has KIBO at home. Share group 1 creations with the class.
Weeks 7-8: Our KIBO Pet Lesson Plan Resource: <i>Growing with KIBO</i> Novice Lesson 14, Intermediate Lesson 4	Read <i>Move</i> (Page/Jenkins). Demonstrate how KIBO “listens” with its ear (sound sensor). Decorate KIBO as a pet and teach KIBO a trick to perform when we clap.	Group 3 has KIBO at home. Share group 2 creations with the class.
Week 9-10: Debugging Lesson Plan Resource: <i>Growing with KIBO</i> Novice Lesson 16, <i>KIBO Assessment Workbook</i>	Read <i>A Beautiful Oops</i> (Barney Saltzberg) Debugging challenges: describe a story that KIBO should act out; then scan a program for that story that includes an error. Demonstrate identifying and fixing the errors.	Group 4 has KIBO at home. Share group 3 creations with the class.
Week 11-12: Wrap-Up	<i>If possible, implement the final lesson as a whole-class conference.</i> Circle-time sharing and reflection on the experiences with KIBO. Showcase all of the “KIBO’s Visit” shares. Celebrate the work of all students with KIBO, including those who were unable to have KIBO at home.	KIBOs are returned to school. Share group 4 creations with the class. Thank parents for all of their involvement! Invite parents to attend the showcase portion of this week’s videoconference.

Distance Learning Tips: KIBO with the Teacher

In delivering KIBO lessons via remote learning, we lose one of the most powerful advantages of KIBO: hands-on engagement by students with a physical “object to think with” (to use Seymour Papert’s wonderful phrasing). This is why rotating KIBOs among families is such an important part of the overall distance learning plan. But KIBO can still provide the basis for engaging lessons when the teacher has a KIBO and students do not. Keep the following suggestions in mind when providing teacher-led distance-learning lessons with KIBO.

Video lessons: short and sweet

For young students, long screen-based meetings and meetings with many participants are not an ideal setting. Video lessons and videoconferences need to be short in order to hold student attention. Pre-recorded videos work well too, as students can watch them anytime. We recommend video lessons or conferences be no longer than 20 minutes and include breaks for physical movement and active engagement.

Provide small-group video check-ins

Though full-group videoconferences are difficult for this age group, small-group videoconferences can be more manageable. Collaboration and idea-sharing is an important part of the Engineering Design Process; and social connection is important in making sure students feel safe and supported during school closures.

Unplugged movement games

KIBO Says is a collection of large cardstock pictures of KIBO’s command blocks. The set is included in each KIBO Classroom Package and is also available for purchase separately. These cards make a wonderful resource for including a movement-break activity in recorded lessons or videoconferences. The teacher displays sequence of movement command cards and the children act out the program, like Forward, Backward, Spin, Shake!

Readings are always a good choice

Many KIBO lessons include a suggested book to read as part of framing the lesson at circle time. These readings translate very well to distance learning. Consider always including a reading in your lesson introductions. For inspiration, download KinderLab Robotics’ *KIBO STEAM Book List*.

Unplugged coding activities

Using *KIBO Says* cards or programming blocks distributed to homes, or by drawing their own, students can create KIBO sequences to act out themselves. Perhaps it’s a movement program for a parent or favorite stuffed animal?



Distance Learning Tips: Supporting Parents at Home

Parent engagement is one of the positive outcomes of providing home access to KIBO. Of course, **there are real barriers to parent engagement**. Many parents will have no experience with coding and robotics, and they will feel uncertain about their ability to support their student. Economic uncertainty, disruption of home and work routines, and the impact of sickness all interfere with parents' ability to engage actively. **We should seek to inspire parents with the positive effects of engagement, with compassion and with plenty of resources to support them.**

Make KIBO kit hand-off easy – and safe

To ensure that kits can be cleaned and sanitized between families, you should arrange to have KIBO return to school between families. A staff member can then sanitize the kit prior to moving it to the next family. If children are coming to school part-week, they can hand-off KIBO at school. If not, some schools have set up lockers for this purpose.

Clear guidance for parents

Provide parents with clear instructions and guidance. Point parents to the Quick Start instructions on the KIBO Reference Card included in each kit. Communicate the at-home project you'd like them to facilitate, such as the KIBO's Home Visit project described in the sample unit here. You may want to provide parents with a recorded video of yourself reviewing KIBO and setting expectations for the home activities.

The KIBO Blended Learning Curriculum Bundle also includes a complete, optional "At Home" curriculum guide.



Recording pictures and videos

Sharing the work done with KIBO at home is important. It helps maintain social connections: among the students, and between students and school. Not all families will have equal capability to record and share photos and videos of the work they do with KIBO. It is important to set the expectation that *any* sharing is welcome, no matter how extensive or limited.

Prompts for joint engagement

KIBO provides a way for parent and child to share in the learning process together. Provide parents with questions they can ask to prompt their child to explore KIBO concepts more deeply:

- What does this part do?
- What do the symbols on KIBO's blocks mean?
- What else can we add to KIBO?
- What should KIBO be today?
- What can you show me about how KIBO works?

By demonstrating that it's OK not to know everything, a parent models a growth mindset and invites the child to explore with an open attitude. This also allows the child to take on the role of teacher; an empowering experience for a young child.

Safe KIBO Kit Handling

The recommended distance learning plan includes rotating KIBO kits from home to home over the course of the KIBO unit. Doing so has many advantages: students benefit from the hands-on play inherent in KIBO's design; learning is enhanced through joint parent-child engagement; and class cohesion is strengthened as students share projects they complete at home.

But if your distance learning plans are in response to a public-health crisis like the COVID-19 pandemic, you will want to ensure that sharing the KIBO kit does not put families at risk. Sharing a hands-on resource like KIBO, whether in the classroom or between homes, requires sanitizing to ensure student safety, and to comply with guidelines issued by the U.S. Center for Disease Control and Prevention (CDC).



Cleaning and Disinfecting the Kit

Following recommendations from the CDC, KIBO can be sanitized using a 2% bleach solution. Wet a cloth with the solution and wipe all surfaces, parts, and programming blocks. Allow all parts to air dry. The CDC also provides a list of non-toxic alternatives to bleach that may be effective against viruses.

Consider printing a copy of the KIBO Cleaning and Sanitizing Instructions with each rotating kit. You can download the instructions from our website at www.kinderlabrobotics.com.

What's in the Home Kit?

Ensure the following items are in the KIBO home rotation kit.

- **The KIBO robot kit.** Be sure to include the reference card that comes in each KIBO bin.
- **Spare batteries.** An extra set of 4 AA batteries will help parents avoid hassles.
- **Sanitization instructions (and supplies).** Include the printed KIBO Cleaning and Sanitizing Instructions from KinderLab. Include a supply of disinfecting wipes if available.
- **Activity Cards.** Print out a copy of the PDF of KIBO Activity Cards, available free from KinderLab.
- **Optional "At Home" Curriculum.** The Blended Learning Curriculum Bundle includes a Home Robotics Guide and complete curriculum booklet designed for parent use.
- **A Craft Supply Kit.** KIBO is made to be built onto with arts and crafts materials. Include a "travel kit" of craft materials to streamline the experience for families: scissors, masking tape, construction paper, cardboard pieces, googly eyes, pipe cleaners, string or yarn.



Get in Touch with KinderLab

We all hope there is never again a need to close schools nationwide for a public health emergency. But we know we need to prepare our schools and districts to continue teaching in case this does happen. We hope this guide has been helpful in thinking about how KIBO can support the need to continue providing quality, hands-on, play-based learning even when schools have closed.

We encourage you to contact us to learn more. We are happy to consult with you on implementing a distance learning preparedness program based on KIBO.

We also invite you to review the *Blended Learning Curriculum Bundle* available at shop.kinderlabrobotics.com. This bundle combines curriculum for both classroom and home use with videoconference-based professional development for teachers to prepare them for distance learning with KIBO.

Ready to get started?



Visit our website at www.kinderlabrobotics.com or reach out to our sales team at sales@kinderlabrobotics.com



“KIBO” and “KinderLab Robotics” are trademarks of KinderLab Robotics, Inc.

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.

Print or type.
See Specific Instructions on page 3.

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

KinderLab Robotics, Inc

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) ►

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.

Requester's name and address (optional)

7 Sun Street

6 City, state, and ZIP code

Waltham, MA 02453

7 List account number(s) here (optional)

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

4 6 - 2 7 6 8 4 9 6

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ►

Date ► **6 Feb 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.