

# TIPS VENDOR AGREEMENT

Between PETER PEPPER PRODUCTS, INC and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 220303 Furniture, Furnishings and Services**

## General Information

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

A Purchase Order ("PO"), Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

## Terms and Conditions

### Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge", "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed upon at that time.

### 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 contract, agreement, or 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. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

### **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, where permitted by TIPS.

### **Disclosures**

- Vendor and TIPS affirm that they, or any authorized employees or agents, have not given, offered to give, nor intend 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 five years with an option for renewal for an additional one 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 in writing. TIPS may or may not exercise some or all of the available

extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer some or all of 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:** *In this example, if the anticipated “Award Date” published in the Solicitation is May 22, 2022, but extended negotiations delay award until June 27, 2022, the end date of the resulting initial “five-year” term, (which is subject to an extension(s)) will still be May 31, 2027 for purposes of this example.*

**“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 five years.

**Example:** *In this example, if the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2022, the expiration date of the original five-year term shall be May 31, 2027 for purposes of this example.*

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

**Example Following the Previous Example:** *In this example, if TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2028 unless otherwise specified.*

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 Vendor’s TIPS Contract number, 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 and vendor proposal. 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](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](mailto: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 properly report or 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](mailto: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.

**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 Vendors Contract Information**

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 as the law allows.

**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, reserve 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](mailto:bids@tips-usa.com)

### Insurance Requirements

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

<b>General Liability</b>	\$1,000,000 each Occurrence/ Aggregate
<b>Automobile Liability</b>	\$300,000 Includes owned, hired & non-owned
<b>Workers' Compensation</b>	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
<b>Umbrella Liability</b>	\$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](mailto: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 220303 Furniture, Furnishings and Services

Company Name PETER PEPPER PRODUCTS, INC.  
Address 17929 S. SUSANA ROAD  
City COMPTON State CA Zip 90221  
Phone 310-639-0390 Fax 310-639-6013  
Email of Authorized Representative mpepper@peterpepper.com  
Name of Authorized Representative Michael Pepper  
Title Director  
Signature of Authorized Representative Michael Pepper  
Date 04/13/2022  
TIPS Authorized Representative Name David Fitts  
Title Executive Director  
TIPS Authorized Representative Signature David Wayne Fitts  
Approved by ESC Region 8 David Wayne Fitts  
Date 5-19-2022

## **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.



**220303**  
**PETER PEPPER PRODUCTS, INC**  
**Supplier Response**

**Event Information**

Number: 220303

Title: Furniture, Furnishings and Services

Type: Request for Proposal

Issue Date: 3/3/2022

Deadline: 4/18/2022 03:00 PM (CT)

Notes: **IF YOU ALREADY HOLD TIPS CONTRACT 200301 FURNITURE, FURNISHINGS AND SERVICES ("200301") OR 210305 FURNITURE, FURNISHINGS AND SERVICES ("210305"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200301 OR 210305 AT THIS TIME. IF YOU HOLD 200301 OR 210305, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200301 OR 210305 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT. THERE IS NO ADVANTAGE TO REPLACING YOUR 200301 OR 210305 CONTRACT WITH THIS CONTRACT UNLESS YOU ARE DISPLEASED WITH SOME LIMITATION, PRICING/DISCOUNTS OR OTHERWISE, THAT YOUR ENTITY SUBMITTED IN YOUR ORIGINAL 200301 OR 210305 PROPOSAL.**

**Contact Information**

Address: Region 8 Education Service Center



4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## PETER PEPPER PRODUCTS, INC Information

Contact: Carrie Ysais  
Address: 17929 S SUSANA RD  
PO BOX 5769  
COMPTON, CA 90224-5769  
Phone: (310) 639-0390 x138  
Fax: (310) 639-6013  
Toll Free: (800) 496-0204 x7  
Email: carrie@peterpepper.com  
Web Address: www.peterpepper.com

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

MICHAEL S PEPPER

*Signature*

*Submitted at 4/14/2022 10:44:46 AM*

mpepper@peterpepper.com

*Email*

## Requested Attachments

### Agreement Signature Form

PPP 220303 Agreement Signature Form-7

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

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

### All Other Certificates

2022 SCS Indoor Sdv Gold C

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2

PPP 220303 Pricing For

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

### Reference Form

PPP 220303 Reference\_Fi

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

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

DISCLOSURE OF CONFLICT OF INTEREST FORM - FILE ONLY IF THERE IS A CONFLICT TO REP

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

**Proposed Goods and Services**

Peter Pepper Products \_ Expressive Essenti

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

**D/M/WBE Certification OPTIONAL**

2022 GSA Self-Certify Woman Owned Small Business GS-07F-00

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 you have more than one certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Warranty**

2022\_PPP 3 year Warr

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Vendor Agreement**

220303 Vendor Agreeer

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

**Pricing Form 1**

PPP 220303 Pricing For

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

**Supplementary**

PPP -- Overview Terms Condit

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks**

ppp logon

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .eps, .jpeg preferred

**Certification of Corporate Offerer Form- COMPLETE ONLY**  
**IF OFFERER IS A CORPORATION**

CERTIFICATION OF CORPORATE OFFERER FO

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

**Disclosure of Lobbying Activities Standard Form LLL**

Disclosure\_of\_Lobbying\_Activities\_Standard\_Form\_

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

## Confidentiality Claim Form

ppp 220303 CONFIDENTIALITY CLAIM FORM

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

## Current W-9 Tax Form

PPP W9 FC

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

## Bid Attributes

### 1 Yes - No

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

### 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/>.

Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATE section.

### 3 Yes - No

The Vendor can provide services and/or products to all 50 US States?

### 4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

### 5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

For 70 years; Peter Pepper Products continues to be a leading manufacturer to the contract furniture industry offering a diverse selection of well designed ancillary products that complete today's business; corporate; educational; institutional and healthcare interiors.

### 6 Primary Contact Name

Primary Contact Name

### 7 Primary Contact Title

Primary Contact Title

8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="carriey@peterpepper.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3106675937"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3106396013"/>
11	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Michael Pepper"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Director"/>
14	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="mpepper@peterpepper.com"/>
15	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3106675929"/>
16	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="3106396013"/>
17	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

<b>1 8</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input style="width: 90%;" type="text" value="Michael Pepper"/>
<b>1 9</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input style="width: 90%;" type="text" value="mpepper@peterpepper.com"/>
<b>2 0</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="3106675929"/>
<b>2 1</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input style="width: 90%;" type="text" value="CARRIE YSAIS"/>
<b>2 2</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input style="width: 90%;" type="text" value="orders@peterpepper.com"/>
<b>2 3</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input style="width: 90%;" type="text" value="8004960204"/>
<b>2 4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input style="width: 90%;" type="text" value="www.peterpepper.com"/>
<b>2 5</b>	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input style="width: 90%;" type="text" value="NA"/>
<b>2 6</b>	<b>Primary Address</b> Primary Address <input style="width: 90%;" type="text" value="17929 S Susana RD, PO Box 5769"/>
<b>2 7</b>	<b>Primary Address City</b> Primary Address City <input style="width: 90%;" type="text" value="Compton"/>
<b>2 8</b>	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input style="width: 90%;" type="text" value="CA"/>



<b>29</b>	<b>Primary Address Zip</b>	Primary Address Zip <input style="width: 90%;" type="text" value="90224-5769"/>
<b>30</b>	<b>Search Words:</b>	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input style="width: 95%; height: 60px;" type="text" value="Magazine Racks; Hipaa Medical Chart Holders, syncTECH Wireless Time System, clocks, Express wall mounted desk Analog &amp; Digital Clocks, Hat &amp; Coat Hooks; Coat Trees; Recycling Receptacles, Recycling; Trash and Waste Containers; Showcases, Writing Surfaces; White Boards; Patient Information Boards, Patient Guest Centers, Patient Message Centers, Covid-19 Partitions, Audio Visual – Multi-media Carts &amp; Easels; Display Showcases. Custom Products, Peter Pepper Products, PPP"/>
<b>31</b>	<b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to sell to our members regardless of the fund source, whether it be local, state or federal?</b> Most of our members receive Federal Government grants or other funding and they make up a significant portion of 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 eligible for TIPS Members to utilize federal funds with your company.  Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input style="width: 100px;" type="text" value="Yes"/>	
<b>32</b>	<b>Yes - No</b> Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?  This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input style="width: 100px;" type="text" value="No"/>	
<b>33</b>	<b>Company Residence (City)</b>	Vendor's principal place of business is in the city of? <input style="width: 90%;" type="text" value="Compton"/>
<b>34</b>	<b>Company Residence (State)</b>	Vendor's principal place of business is in the state of? <input style="width: 90%;" type="text" value="CA"/>

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

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

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

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list price after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity and time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3 6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion of the 100 total points and a "NO" answer is awarded 0 points.

**3 7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered under Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of form, 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 8 TIPS Administration Fee**

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

**3  
9** **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee 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 shall render your response void and it will not be considered.

**4  
0** **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**4  
1** **Additional Discounts?**

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

**4  
2** **Years in Business as Proposing Company**

Years in business as proposing company?

**4  
3** **Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

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

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

**4  
4** **Right of Refusal**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein, you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation.

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

**4** **Filing of Form CIQ**

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

**4** **Regulatory Standing**

**8** I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal and state that regulate any part of our business operations. If not, please explain in the next attribute question.

**4** **Regulatory Standing**

**9** Regulatory Standing explanation of no answer on previous question.

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

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

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

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

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

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

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

**Suspension or Debarment Instructions**

## Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing 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 the transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may consult the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions" 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 comply with the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and debarment.

**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.



**5 3 Non-Discrimination Statement and Certification**

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 697-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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

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

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

☒ Yes, I certify (Yes)

**5 4 2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

5  
5

## 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 contracts violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

Yes

5  
6

## 2 CFR PART 200 Termination

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

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

Does vendor agree?

Yes

5  
7

## 2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

Yes

58

**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 provide the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

59

**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

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**2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of 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?

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## 2 CFR PART 200 Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of performance or assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Federal Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements referenced in the Federal rule above.

Does vendor agree?

Yes

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2

## 2 CFR PART 200 Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for such products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and components of materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

Yes

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## 2 CFR PART 200 Ban on Foreign Telecommunications

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.” “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hikvision Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or subsidiary or affiliate of such entities).

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor agree?

Yes

**6 4 2 CFR PART 200 Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in ve circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding pro separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exce Vendor's TIPS pricing and pricing terms proposed.

Does Vendor Agree?

Yes

**6 5 FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United Sta any of their authorized representatives access to and rights to reproduce any books, documents, papers, and rec the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpt transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives acc construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledg agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or i reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of f likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedur directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to th Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) to the Vendor's actions pertaining to this contract.

**6 6 Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Pol Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any mandatory standards and policies relating to efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor agree?

Yes

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

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

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

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

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

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### **If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard 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.

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

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

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



7  
0**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

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

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

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

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

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

No response

7  
1**Indemnification**

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law as

ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for

any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently

performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created or on

behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates "debt" in

the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institution to

indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas: Liquidated

damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified

with "to the extent permitted by the Constitution and laws of State of Texas."

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

☒ Yes, I Agree (Yes)

**7  
2 Remedies**

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

Do you agree to these terms?

Yes, I Agree

**7  
3 Remedies Explanation of No Answer**

No response

**7  
4 Choice of Law**

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

Do you agree to these terms?

Agreed

**7  
5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, 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 and waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect to 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 venue. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of their knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

**7  
6** **Infringement(s)**

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

Do you agree to these terms?

☐ Yes, I Agree

**7  
7** **Infringement(s) Explanation of No Answer**

*No response*

**7  
8** **Contract Governance**

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

☒ Yes, I Agree (Yes)

**7  
9** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

☒ Yes, I Agree (Yes)

## 80 Insurance and Fingerprint Requirements Information

### Insurance

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

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

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

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

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

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

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

☐ Some

**Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state or to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TEXAS GOVERNMENT ENTITIES.

**83 Texas Government Code 2270 & 2271 Verification Form**

## Texas Government Code 2270 &amp; 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor its 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 any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action in the ordinary course of business purposes.

Our entity further certifies that it is not listed on and we do not do business with companies prohibited by Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorist Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terror>

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

**84 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpg preferred

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publication)

**85 Solicitation Deviation/Compliance**

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

**86 Solicitation Exceptions/Deviations Explanation**

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

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

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

No response

**87 Agreement Deviation/Compliance**

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

Yes

**88 Agreement Exceptions/Deviations Explanation**

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

No response

**89 Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

**90 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



## 91 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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you. Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

## 92 Member Access to Vendor Proposal

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documents as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members** proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

## 93 Choice of Law clauses with TIPS Members

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

## 94 Venue of dispute resolution with a TIPS Member

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other dispute resolution 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.

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

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

## 96 Indemnity Limitation with TIPS Members

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

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



97

**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?

98

**Required Vendor Sales Reporting**

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

99

**Upload of Current W-9 Required**

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

100

**CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following requirements required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply. Otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize or cause economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described in paragraph (a)." See Tex. Gov't Code § 809.001(1).

101

**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 227 SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

102

**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company certifies and verifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

103

**Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation, including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Acknowledgement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of legal counsel in understanding all portions of the solicitation.



**TIPS RFP 220303 Furniture, Furnishings and Services**

**Peter Pepper Products, Inc.**

## REFERENCES

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

**Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.**

You may provide more than three (3) references.

[illegible]

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

04/13/2021

---

DATE

**Required Confidential Information Status Form**

Peter Pepper Products, Inc.

Name of company

Michael S. Pepper Diector

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

17929 S Susana Road

Compton

CA

90221

310-639-0390

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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 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 to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, 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, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW****OPTION 1:**

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.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**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****OPTION 2:**

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 Michael Pepper Date 04/13/2021

**SCS Global Services** does hereby certify that an independent assessment has been conducted on behalf of:

# Peter Pepper Products, Inc.

17929 South Susana Road, Compton, CA, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

## Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3 -2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters.<sup>1</sup> Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan parameters<sup>1</sup>.

<sup>1</sup> Modeled as Individual Furniture Components

Registration # SCS-IAQ-02339

Valid from: December 1, 2021 to August 31, 2022



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Executive Vice President  
SCS Global Services  
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

## **Certification Addendum**

### **Peter Pepper Products, Inc.**

Certification: Registration # SCS-IAQ-02339 | Valid from: December 1, 2021 to August 31, 2022

#### Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters.<sup>1</sup> Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan parameters<sup>1</sup>.

<sup>1</sup> Modeled as Individual Furniture Components

#### Products: **Storage:**

Axcess Mobile Desk

ENVISION® Collection Storage & Shelving Systems;

healthFIRST® Infection Prevention Centers;

KONA

Magazine & Literature Racks: 430 Series, 440 Series, 460 Series, 470 Series, 480 Series, 600 Series, 660 Series, Double Sided (freestanding models), Gallerie (4041-4044), Universal (485-487, 13115-13131, 4001, 4061-4071, 4081-4094 Series)

Mail Distribution Racks;

Medical File & Chart Holders\*;

MiniMint®: Countertop, Wall Mounted Showcases;

Newspaper Racks;





## **Certification Addendum**

### **Peter Pepper Products, Inc.**

Certification: Registration # SCS-IAQ-02339 | Valid from: December 1, 2021 to August 31, 2022

#### Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA e.3-2019 (Credits 7.6.2, 7.6.3) for the open plan and private office workstation parameters.<sup>1</sup> Also, conforms to the CDPH/EHLB Standard Method (CA 01350) v1.2-2017 (effective January, 2017) for the open plan parameters<sup>1</sup>.

<sup>1</sup> Modeled as Individual Furniture Components

Products: PepperMint®: Freestanding Counters, Freestanding Showcases, Wall Mounted Showcases, Wardrobes;

Trash and Recycling Receptacles: HexBins, REMIX; Resort

ReForm Waste and Recycling Receptacles;

Stream Waste Receptacles

TILT

TIMO

WHEELIES®\*: AV Media Support Products

\* Excludes perforated panel options



**SCS Global Services** does hereby certify that an independent assessment has been conducted on behalf of:

# Peter Pepper Products, Inc.

17929 South Susana Road, Compton, CA, United States

For the following product(s):

See Addendum

The product(s) meet(s) all of the necessary qualifications to be certified for the following claim(s):

## Indoor Advantage™ Gold

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA 3.e -2019 (Credits 7.6.1) for the open plan and private office workstation parameters and (Credits 7.6.2) for the private office parameters.<sup>1</sup>

<sup>1</sup>Modeled as Individual Furniture Components

Registration # SCS-IAQ-02340

Valid from: December 1, 2021 to August 31, 2022



A handwritten signature in black ink that reads "Stanley Mathuram".

Stanley Mathuram, PE, Executive Vice President  
SCS Global Services  
2000 Powell Street, Ste. 600, Emeryville, CA 94608 USA

## **Certification Addendum**

### **Peter Pepper Products, Inc.**

Certification: Registration # SCS-IAQ-02340 | Valid from: December 1, 2021 to August 31, 2022

#### Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA 3.e-2019 (Credits 7.6.1) for the open plan and private office workstation parameters and (Credits 7.6.2) for the private office parameters.<sup>1</sup>

<sup>1</sup>Modeled as Individual Furniture Components

#### Products: **Panels:**

ClinArt Glass Writing Surface;

Express Desk® Fold-Down Wall Desks;

Healthcare: Guest Centers, Message Centers;

Meetup Mobile Easel; MeetUp Wall Mounted Whiteboard\*\*

MiniMint®: Bulletin/Tackboards, Changeable Letter Directories, Wall Mounted Combination Units, Writing Surface;

Patient Room Information Boards;

Parallel Modular Communication System;

TACTICS®: Communication Boards (includes glass writing surfaces, fabric tackable, ColorCork, natural cork, and combination),

Glass Writing Surface (GB, GBF);

TACTICS PLUS® (wall mounted or panel system)\*: Combination Boards, Fabric Tackable Panels, Writing Surfaces;



## **Certification Addendum**

### **Peter Pepper Products, Inc.**

Certification: Registration # SCS-IAQ-02340 | Valid from: December 1, 2021 to August 31, 2022

#### Addendum **Indoor Advantage™ Gold**

Indoor Air Quality Certified to SCS-EC10.3-2014 v4.0

Conforms to the ANSI/BIFMA Furniture Emissions Standard (M7.1/X7.1-2011 R2016) and ANSI/BIFMA 3.e-2019 (Credits 7.6.1) for the open plan and private office workstation parameters and (Credits 7.6.2) for the private office parameters.<sup>1</sup>

<sup>1</sup>Modeled as Individual Furniture Components

Products: Wall Mounted Conference Centers;  
Wood Framed Wall Mounted Bulletin/Tackboards  
Zuma Freestanding Acoustical Screens  
<sup>\*</sup>Excludes HPL writing surfaces  
<sup>\*\*</sup>excludes Grab Stools





PETER PEPPER PRODUCTS

17929 S. Susana Rd.  
PO Box 5769  
Compton, CA 90224-5769

800.496.0204  
310.639.6013 fax  
customerservice@peterpepper.com

www.peterpepper.com

January 6, 2021

To: Whom it may Concern

From: Michael Pepper

REF: PPP Warranty

PPP agrees that the goods it sells will be basically as described in the PPP catalogs. However, PPP retains the right to modify or change the composition, design, sizes and appearance of the goods, if in PPP's judgement, this is advisable.

PPP warrants that the goods it sells will be free from defects in material and workmanship for a period of three (3) years from the date of invoice. All Glass and porcelain enamel writing surfaces are warranted for the lifetime of the original installation under normal atmospheric conditions.

PPP does not provide any further statement of fact, promise, representation or affirmation with respect to the quality or description of the goods it sells.

It is expressly understood and agreed that no other express or implied warranties of any nature, including implied warranties of fitness/merchantability apply to goods sold by PPP.

In the event a product does not conform to the foregoing warranties, the buyer's sole remedy will be for replacement or repair of parts, at PPP's option. Any warranty claim must be made promptly by written notice to PPP. Any claim not made within the warranty period is waived.

PPP shall have no other obligation of any kind. In no event shall PPP be liable to any party for any incidental or consequential damages.

Regards,

Michael S. Pepper  
Director



PETER PEPPER PRODUCTS

## RECEPTACLES RECYCLING TRASH + WASTE

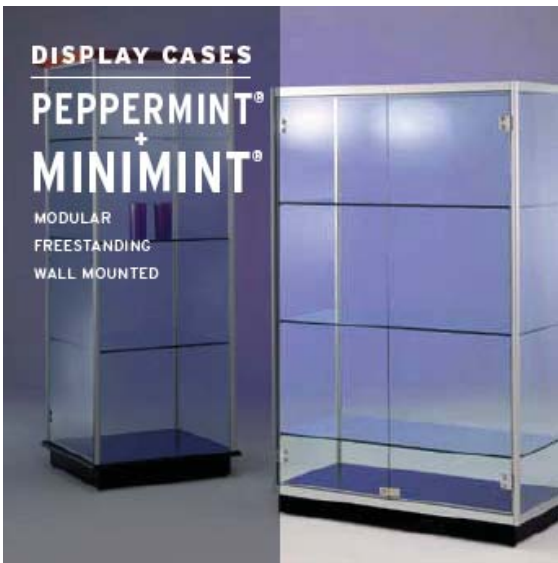


<https://www.peterpepper.com/products>

2022 PPP Master Price List and Directory (Link Below)

<https://peterpepper-my.sharepoint.com/:b:/p/mpepper/EZSn276S5iZNgUd65Kbdm4BDZvIW9eR0P1e57qT3i5Yw7e=R9Jjgm>

## DISPLAY CASES PEPPERMINT® + MINIMINT® MODULAR FREESTANDING WALL MOUNTED



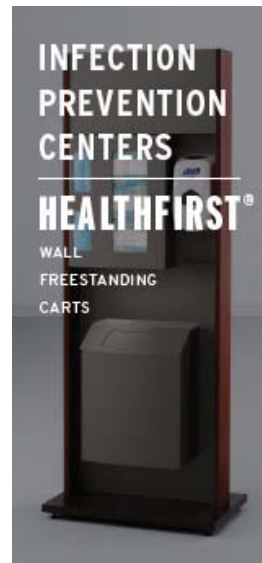
## FRESH IDEAS PARALLEL WRITING + TACKABLE SURFACES



## HIPAA CHART RACKS



## INFECTION PREVENTION CENTERS HEALTHFIRST® WALL FREESTANDING CARTS



## BENCHES

INDOOR  
OUTDOOR

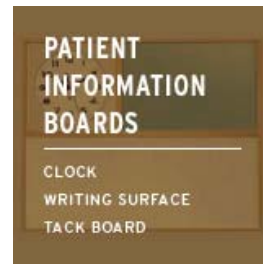
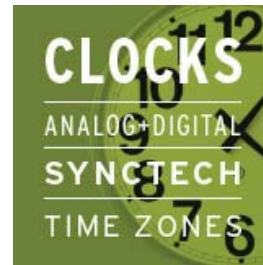
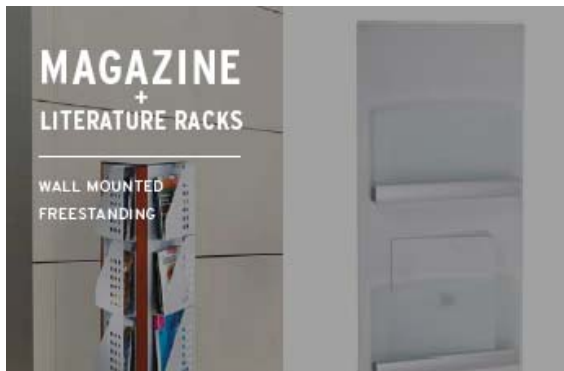


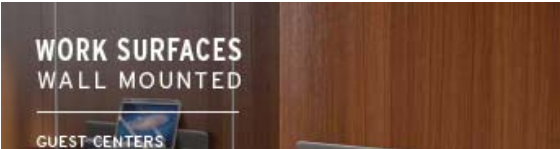
## VISUAL BOARDS TACTICS® TACTICS PLUS®

COMMUNICATION BOARDS  
WRITING SURFACES  
GLASS & PORCELAIN  
PARALLEL  
TACK BOARDS  
EASELS











**Peter Pepper**

**had a vision: accessories designed to enliven the work environment and assist employees to be more productive. In 1952 that vision became a reality. The mandate was clear: the strength of this vision must start by demanding the highest caliber of design, producing an inspired product line offering unparalleled selection. Peter Pepper Products has consistently delivered high quality products, identifying real solutions and meeting the price specifications of your most complex problems, yet never compromising the integrity of the design. But Peter Pepper's vision was also one of responsiveness and synergy. Establishing relationships based on partnership and performance, Peter Pepper initiated a new standard of attention to the client relationship, defining customer service as customer commitment. At Peter Pepper Products we will continue to strive to maintain the spirit of Peter Pepper's original vision. Design and Performance, diversity and practicality. Vision is fact.**

**Peter Pepper Products.**



# Product Locator

SECTION	SECTION
Acoustic Panels..... 5a, NEX	Projector Carts ..... 11
Advanced Training System, Tactics Plus® ..... 10	Parallel with Multiple Accessories ..... 1.2, 3, 10
Artform Sculptured Coat Racks..... 3	Partitions, Modular Screens..... 5a
Audio Visual Carts & Cabinets ..... 11, NEX	PepperMint®/MiniMint® Showcase Collection ..... 9
Benches, Indoor/Outdoor..... NEX	Planters, Fiberglass ..... 4
Bulletin Boards..... 10	Porcelain Writing Surfaces..... 10, 11
Calendar Clocks ..... 2	Presentation Boards & Rails ..... 10
Carts, MultiMedia ..... 11	Projection Screens ..... 11
Chairs, Folding ..... 1.2	Public/Exam Infection Prevention Center ..... 1.3
Changeable Letter Directories ..... 10	Racks, Hat & Coat & Artform Collection ..... 3
Chart Holders HIPAA..... 1/1.1	Racks, Magazine & Literature ..... 1/1.1
Charting Stations ..... 1	Receptacles, 'Trash & Ash' ..... 4
Clock Wireless Systems ..... 2	Recycling Bins ..... 4, NEX
Clocks, Electronic Digital ..... 2	Recycling Centers ..... 4, NEX
Clocks, Wall ..... 2, NEX	Recycling Containers ..... 4
Coat Hooks & Bars..... 3	Revolving Writing Board/Easel..... 11
Coat Trees, Hangers & Racks..... 3	Rotating Magazine & Literature Racks ..... 1/1.1
Combination Recyclers ..... 4	Seating, Indoor/Outdoor ..... 1.2
Combination Wall Panels & Boards..... 1.2, 10	Shelving & Storage ..... 5.1
Communication Boards ..... 10	Signage: Patient Room & Corridors ..... 1.4
Computer Support Carts ..... 11	Slalom, Modular Partitions ..... 5a
Cork Boards, Natural or ColorCork..... 10	Stools..... NEX
Counters & Display Cases..... 9	Steel, Stainless Trash & Recycling Receptacles ..... 4
Cube Tables, Fiberglass..... 4, 7.1	SyncTech® Wireless Synchronized Clock System ..... 2.1
Custom Display Cases & Store Display Products..... 9	Tables ..... 4, 7.1, NEX
Desks ..... NEX	Tack Boards ..... 10
Digital Clocks, Electronic (LED) ..... 2	Tackable Strips ..... 10
Directories, Wall & Freestanding ..... 10	Tactics Plus® Track System ..... 10
Display Cases ..... 9	Tactics® Writing Surfaces..... 10
Display Rail ..... 10	Time Systems, Wireless Synchronized Clocks ..... 2.1
Drum Tables, Fiberglass..... 4, 7.1	Time-Zone Clocks ..... 2
Easels..... NEX	Training Room Products ..... 10, 11, NEX
Envision Shelving and Storage..... 5.1	Trash Receptacles ..... 1.3, 4, NEX
Equipment Carts, Audio Visual..... 11	Trophy Cases ..... 9
Exhibit Cases ..... 9	Umbrella Stands ..... 3
Express Desk Fold Down Desk..... 1/1.1	Visual Presentation Boards ..... 10, NEX
Fiberglass Products ..... 4	Wall Desk..... 1/1.1
Flip Charts, Track Mounted & Mobile..... 10, 11	Wall Display Cases ..... 9
Freestanding Magazine & Literature Racks ..... 1/1.1	Wall File Holders ..... 1/1.1
Glass Boards..... 10	Wall Mounted Trash Receptacles ..... 4
Hat & Coat Hooks, Racks and Coat Trees..... 3	Wastebaskets & Containers ..... 4
Healthcare Alert Signage..... 1.4	Wheelies ..... 11
HIPAA Medical File & Chart Holders..... 1/1.1	White Boards (Wall & Rolling) ..... 10, 11, NEX
Hospitality Carts..... 11, NEX	Wireless Synchronized Clocks ..... 2.1
iBooth® ..... NEX	Work Station & Accessories ..... 1/1.1, 10, 11, NEX
Icon Signage, Healthcare ..... 1.4	Worktables..... NEX
Infection Prevention Centers..... 1.3	Writing Surface Boards..... 10, 11, NEX
Lecterns ..... 11	X-Ray Chart Holders ..... 1/1.1
Literature Racks, Wall & Floor ..... 1/1.1	
Magazine Racks, Wall & Freestanding ..... 1/1.1	
Magnetic Boards, Glass & Porcelain ..... 10	
Mall Amenities ..... 1.3, 4, 9, NEX	
Medical and X-Ray Chart Holders ..... 1/1.1	
Message Communication Boards & Centers ..... 1.2, 10	
Mobile Workstations ..... 11, NEX	
Modular Display System ..... 9	
Modular Partitions ..... 5a, NEX	
MultiMedia Carts..... 11, NEX	
Newspaper Racks ..... 1/1.1	





To locate your PPP Representative, go to the "Customer Service" link on the peterpepper.com website, click on "Find A Rep" and enter your zip code.

## NEXSENTIALS®

• iBooth® • Desks • Stools • Zuma Acoustical Screens • Carts • Worktables • Writing Surfaces • Waste + Recycling • Clocks • Benches

**NEX**

## 1/1.1 - MAGAZINE/NEWSPAPER/LITERATURE RACKS, FILE/CHART HOLDERS & MORE

• Magazine, Newspaper & Literature Racks - Wall, Freestanding & Mobile • File & Chart Holders  
• HIPAA - Medical Chart Holders • Express® Desk - Folding Wall Desk

**1/1.1**

## 1.2 - FRESH IDEAS

• Parallel - Writing, Tack & Mirror Panels • Folding Chairs - CLIP & Scoop

**1.2**

## 1.3 - healthFIRST®

• Infection Prevention Centers - Public & Exam - Wall Mounted, Freestanding & Mobile Cart

**1.3**

## 1.4 - ICON HEALTHCARE ALERT SIGNAGE

• Corridor Alert Signs • Patient Room Alert Signs

**1.4**

## 2 - CLOCKS

• Analog • Digital • Time-Zone • Electronic

**2**

## 2.1 - syncTECH®

• Wireless Synchronized Time - 2.4GHz & Wi-Fi

**2.1**

## 3 - ARTFORM® COLLECTION

• Sculptured Coat Racks • Hat & Coat Hooks and Bars • Coat Trees, Racks and Hangers  
• Parallel - Mirror, Coat Hook & Shelf Panels • Umbrella Stands

**3**

## 4 - FIBERGLASS & STEEL PRODUCTS

• Steel - Recycling Receptacles, Containers, Bins & Wastebaskets  
• Fiberglass - Recycling Centers, Bins & Trash Receptacles - Planters - Drum Tables

**4**

## 5a - SLALOM

• Acoustic Eco Panels & Partitions – PVC, Perforated Steel  
• Privacy & Security Screens

**5a**

## 5.1 - ENVISION®

• Shelving & Storage Systems  
• Presentation & Display Rails

**5.1**

## 7.1 - ANCORA®

• Drum Tables - Fiberglass

**7.1**

## 9 - SHOWCASE COLLECTION

• PepperMint® & MiniMint® - Freestanding, Wall Mounted & Counter Models

**9**

## 10 - VISUAL COMMUNICATION COLLECTION

• Tactics® Writing Surfaces- Porcelain & Glass • Tackable Panels • Combination Bulletin/Tack Boards • Parallel - Writing, Tack & Mirror Panels  
• Message Centers • Directories

**10**

## 11 - WHEELIES® MOBILE AV MEDIA SUPPORT PRODUCTS

• Mobile Lecterns • Work Stations • File Storage & Hospitality Carts  
• Media Carts • Equipment Stands

**11**



# Terms & Conditions

## Peter Pepper Products, Inc.

PPP® Peter Pepper Products, Inc. All rights reserved.

THIS PRICE LIST SUPERSEDES ALL PREVIOUS ISSUES and is effective July 1, 2021

### ACKNOWLEDGEMENT

Subject to availability, Peter Pepper Products (PPP®) hereby offers to sell the products referred to in its sales catalogs and any Acknowledgement or Invoice only upon the following terms and conditions. This offer is subject to acceptance only on the following terms and conditions.

These terms and conditions are hereby incorporated into any purchase order, sales acknowledgement documents and all subsequent actions relating to any of the products sold by PPP. Any additional or different terms and conditions proposed by any Buyer in any purchase order or confirmation are hereby rejected, shall not be a part of any contract binding upon PPP and such purchase order or acceptance shall constitute an acceptance of this offer.

Any and all subsequent actions by the parties shall be pursuant to these terms and conditions.

Every order is acknowledged, by fax or e-mail when possible.

Orders will be manufactured and invoiced based upon the information on the acknowledgement.

If there is any discrepancy, notify PPP immediately.

A work order number is assigned to all orders.

'ADD-ON' orders will be processed as a new order.

Estimated delivery time is stated from time order is placed into production and shown on acknowledgement. Peter Pepper Products, Inc. disclaims responsibility when the description is in conflict with the model number.

### DAMAGED MERCHANDISE/CLAIMS BY BUYER

The utmost care is used in packing and shipping. Our liability ends when the carrier issues a clean receipt to us (FOB). PPP shall incur no liability for damage, shortage or other cause alleged to have occurred or existed at or prior to delivery to the carrier unless full details thereof are entered on its receipt to the carrier. We are not responsible for loss or damage during transit. All items are shipped at purchaser's risk.

All shipments should be carefully inspected by the consignee before acceptance and the delivering carrier should be requested to record any damage or shortage. If further damage is found after delivery, immediate inspection by the delivering carrier should be requested. Notification of concealed damages must be made to the delivering carrier within 3 days after delivery of merchandise. Keep all packaging materials until inspection has been made. Carrier liability ends after 3 days.

**CAUTION** • After obtaining a clear receipt for shipment, the delivering carrier is no longer responsible for damage or shortages. **Note: Subject to Inspection Notations are considered a clear delivery receipt by the Carrier.**

### DELAYS IN DELIVERY

PPP shall attempt to meet any shipment or delivery date specified, but in no event shall it be responsible or liable for failure to ship or deliver on or by any particular date.

**PPP shall not be liable to any buyer or any third party for indirect or consequential damages due to delays in the shipment or delivery of goods.**

### EMAIL, FAX & TELEPHONE ORDERS

Email, FAX & telephone orders are accepted.

Email orders to: **orders@peterpepper.com.**

FAX orders to: **310-639-6013**

Phone orders to: **800-496-0204 Ext. 7**

Mail orders to: **Peter Pepper Products, Inc.  
P.O. Box 5769  
Compton, CA 90224-5769**

However, if confirming purchase orders are sent, they must be marked 'CONFIRMATION'.

Duplicate orders not marked 'CONFIRMATION' are the responsibility of the customer.

### FOB POINTS

		Freight Class
<b>COMPTON, CA 90221</b>	All products except as noted below	Class 100 - 400
<b>OSSIAN, IN 46777</b>	Kona, ReSort, GoTo Worktables, Oceano Bench, Polygon Stool, Stream	Class 100 - 150
<b>PLAINWELL, MI 49080</b>	HangOver Table	Class 100 - 150
<b>READING, PA 19601</b>	ICON Healthcare Alert Signage, Section 1.4	Class 100
<b>TORONTO, CANADA L1S 6N3</b>	All fiberglass products, Section 4	Class 100

### LIMITATION OF LIABILITY

Buyer's exclusive remedy for claims arising hereunder shall be for the replacement or repair of products proven to have manufacturing and/or specification defects, or the allowance of credit therefore, at the option of PPP, and shall be dependent upon PPP's acknowledgement that such defects exist. PPP's liability for any and all losses and damages to Buyer resulting from any cause whatsoever, including PPP's negligence, alleged damaged or defective goods, irrespective of whether such defects are discoverable or latent, shall be limited to the replacement or the repair of the product proven to have manufacturing and/or specification defects or allowance of credit therefore, at PPP's option.

### MISCELLANEOUS

This agreement supersedes all prior or contemporaneous written or oral representations, agreements or oral contracts. Neither party shall assign any right hereunder without the prior written approval of the other.

This agreement shall be deemed to have been made in the State of California and shall be construed in accordance with the laws thereof.

Any cause or action arising from this agreement shall be brought only in the Superior Court of the State of California in and for the County of Los Angeles, which court shall have sole and exclusive jurisdiction over all controversies arising hereunder.

### NEW ACCOUNTS/CREDIT



American Express, Discover, MasterCard and Visa cards accepted.

New, open accounts can only be established on initial orders exceeding \$1,000 NET, accompanied by 1 bank credit and 3 trade references.

Establishing credit may take up to four weeks from date of order receipt. Allow adequate time for credit approval and production when submitting first order, or enclose payment with order.

**Non-cashier checks are held 10 days on new accounts before shipment is made.**

Returned check charge \$50.00. We may cancel or change credit terms at our discretion and may request advance payment at any time.

### Electronic Check Conversion:

When paying by check, you are authorizing Peter Pepper Products to process your check electronically. Fees may also be electronically collected from your account to cover returned items, i.e. insufficient funds.

### PDQ (Printed in BOLD)

**Pepper Delivers Quicker!** Shipment within 10 business days.

**Products on PDQ MUST be on a separate order and MUST specify PDQ. PDQ orders MUST be complete in all details,** with prior credit approval, credit card or cash with order.

### ALL PRICES ARE SUGGESTED LIST PRICES

Prices subject to usual trade discounts, unless otherwise specified.

**Shipping costs and any applicable taxes are additional and are not subject to discount.**



# Terms & Conditions, continued Peter Pepper Products, Inc.

PPP® Peter Pepper Products, Inc. All rights reserved.

THIS PRICE LIST SUPERSEDES ALL PREVIOUS ISSUES and is effective July 1, 2021

PPP is required to collect sales tax in a number of states. Valid resale certificates are accepted and will remain on file until withdrawn.

## CRATING

Charges are quoted as NET costs and are not subject to discount.

## RETURNED GOODS and CANCELLATIONS

Most merchandise is manufactured to your specifications, upon receipt of your order. Therefore, no merchandise may be returned without our written consent.

Authorized returns are subject to a minimum 40% restocking charge, with a \$75 minimum.

Custom orders cannot be returned under any conditions.

Returned goods must be unused and packaged in original cartons and shipped freight prepaid within 90 days of original shipping date.

Credit is subject to inspection by our receiving department.

Orders may not be cancelled without our written consent.

A cancellation charge may be imposed at our discretion, based on the amount of production completed.

Orders ready for shipment, under no circumstances, will be cancelled.

## SHIPPING

**Freight Guaranteed Program: See page 6.**

PPP offers an optional 'Freight Guaranteed Program' with delivery via common carrier or United Parcel Service (UPS). Freight charges are pre-calculated and pre-paid by PPP and added to the original invoice at time of shipment. This optional 'Freight Guaranteed Program' enables the purchaser to determine freight charges when ordering and provides one invoice for both PPP products and freight.

All merchandise (except items marked by \*) will be shipped **UNITED PARCEL SERVICE**, unless total weight of order indicates reduced shipping charges by truck. (\$15.46 minimum UPS charge applies.)

When another carrier is designated by the customer, all 'Other Handling Charges', i.e. 3rd Party Pick-up and Billing, will be billed as freight charges to the customer by PPP.

**\* TRUCK shipment only.** (Cannot be shipped United Parcel Service)

**Non-cashier checks are held 10 days on new accounts before shipment is made.**

Unless complete shipping instructions are furnished by the customer, we have the option to ship by, what is in our opinion, the best way.

At our discretion, individual labeling or tagging is subject to a special handling charge.

Please be certain to include **'SHIP TO' zip code** on your order.

**Only one 'SHIP TO' address per purchase order.**

On request, Peter Pepper Products will estimate freight costs to the best of our ability. Such an estimate is not to be construed as a quotation and Peter Pepper Products assumes no responsibility for differences that may occur in the estimate and actual freight costs.

## SHORTAGE CLAIMS

Shortage claims reported after 30 days beyond shipment date will not be honored.

## SPECIALS/COLOR + STAIN MATCH

\$300 NET upcharge per color/stain match on a minimum of \$500 NET ORDER per FOB Point.

A 50% deposit is required. Custom orders for non-standard or modified products cannot be cancelled or returned under any conditions.

## COM • CUSTOMER'S OWN MATERIAL

**For complete COM instructions, see page 8.**

COM materials must be shipped freight pre-paid, with the following information on the **OUTSIDE** of the package:

1. Buyers name, Purchase Order number to PPP and date.
2. PPP Work Order number material is to cover.
3. Quantity and PPP model number material is to cover.

We cannot be held responsible for performance of COM materials, yields or variations in tone or weaving. **ALL responsibility for COM shipments is**

**between the buyer and the source.**

## SPECIFICATIONS

PPP reserves the right to change prices, specifications, finishes and discontinue products at any time, without prior notice.

**Although some discontinued products may be shown descriptively in your edition of the catalog, model numbers and prices have been deleted from this Price List.**

Color Card approximates actual colors as closely as possible.

Color reproduction of products shown in PPP catalogs and web-site are approximate.

Actual color and/or wood samples are available on request.

Normal variations in wood finishes may occur.

Illustrations and information presented were correct when approved for printing.

## STORAGE

Orders held for 'will call' will be invoiced on date merchandise is ready for 'will call'. If delivery cannot be accepted upon agreed date, merchandise will be stored at the customer's expense and risk. Invoice for merchandise and storage will be issued when goods are placed into storage, subject to PPP standard payment terms.

## TERMS of SALE

1% 10 days, **NET 30** days from date of invoice on approved credit.

**Products are shipped FOB factories. Freight is not subject to PPP trade discount.**

No anticipation discount allowed.

If payment is not made within 30 days from invoice date, customer shall be liable for interest charges of up to 2% per month (24% per annum) & collection costs, including attorney's fees.

## TITLE TO MERCHANDISE

Buyer acknowledges that once PPP delivers the goods to the carrier, title to the merchandise and risk of loss will pass to the buyer. If goods are damaged by the carrier while in transit, the buyer has the sole obligation of seeking any appropriate recourse against the carrier.

Peter Pepper Products shall not be liable for consequential damages.

Peter Pepper Products retains a security interest in all products sold to secure the purchase price and all other obligations owed by the customer to Peter Pepper Products until fully paid.

## WARRANTY

PPP agrees that the goods it sells will be basically as described in the PPP catalogs.

However, PPP retains the right to modify or change the composition, design, sizes and appearance of the goods, if in PPP's judgement, this is advisable.

PPP warrants that the goods it sells will be free from defects in material or workmanship for a period of three (3) years from the invoice date. All porcelain enamel writing surfaces are warranted for the lifetime of the original installation under normal atmospheric conditions.

PPP does not provide any further statement of fact, promise, representation or affirmation with respect to the quality or description of the goods it sells.

**It is expressly understood and agreed that no other express or implied warranties of any nature, including implied warranties of fitness/merchantability apply to goods sold by PPP.**

In the event a product does not conform to the foregoing warranties, the buyer's sole remedy will be for replacement or repair of parts, at PPP's option. Any warranty claim must be made promptly by written notice to PPP. Any claim not made within the warranty period is waived.

**PPP shall have no other obligation of any kind. In no event shall PPP be liable to any party for any incidental or consequential damages.**



# PPP Optional Freight Guaranteed Program

THIS PRICE LIST SUPERSEDES ALL PREVIOUS ISSUES and is effective July 1, 2021

## FREIGHT GUARANTEED PROGRAM

Peter Pepper Products, Inc. (PPP) offers an optional 'Freight Guaranteed Program' on all FOB Compton, CA shipments, with delivery via common carrier or United Parcel Service (UPS). Freight charges are precalculated and prepaid by PPP and added to the original invoice at time of shipment. This optional Freight Guaranteed Program enables the purchaser to determine freight charges when ordering and provides one invoice for both PPP products and freight.

Freight charges are for normal dock delivery only and does not include Residential, inside or call before delivery, uncartoning, installation or removal of cartons.

A request for 'call before delivery' is \$50 additional. Additional charges will be determined on a per-shipment basis.

For shipments outside the continental U.S., contact PPP for freight information.

Merchandise is shipped cartoned, FOB factories, freight prepaid, to one destination. Title of goods changes when merchandise leaves PPP dock and any subsequent freight damage and all freight claims are the responsibility of the purchaser or consignee to contact the carrier within 72 hours of delivery and report the damage and request an inspection.


Unless otherwise noted on your order, PPP will ship 'Freight Guaranteed' and will select the most appropriate carrier and routing on all shipments. If the customer specifies a carrier, freight will ship via that carrier, collect, 3rd party or 'Will Call'.

### How to use the 'Optional Freight Guaranteed Program'

The Continental United States has been divided into (2) zones. Using the map, determine the 'ship to' zone and FOB point for the shipment. Freight charges are calculated as a percentage of List price based on the following schedule:

**FOB Compton, CA only:** Ship to Zone 1 = 5% of List price  
Ship to Zone 2 = 8% of List price  
**All other FOB Points:** Ship to Zone 1 = 8% of List price  
Ship to Zone 2 = 5% of List price

## SHIPPING

All merchandise (except items marked by\*) will be shipped  **United Parcel Service**, unless total weight of order indicates reduced shipping charges by truck. Minimum UPS Charge: \$15.46.

Minimum truck charges applied to each zone.....Zone 1 = \$ 300  
Zone 2 = \$ 300

### Alaska & Hawaii Shipments:

Use Zone 1 pricing to port of embarkation within the 48 contiguous states. International Shipments: Please contact Customer Service for pricing.

PPP reserves the right to change prices of the Freight Guaranteed Program at any time.

## ESTIMATED SHIPPING WEIGHT SYMBOLS

- ▲ UPS Dimensional Weight. Additional freight charges apply.
- \* Shipped via LTL Truck Shipment. Dimensions exceed UPS limits.
- (2) Shipped in 2 boxes

### Standard UPS Rates Apply Unless Indicated with Estimated Shipping Weight Symbol ▲ UPS Dimensional Weight Guidelines

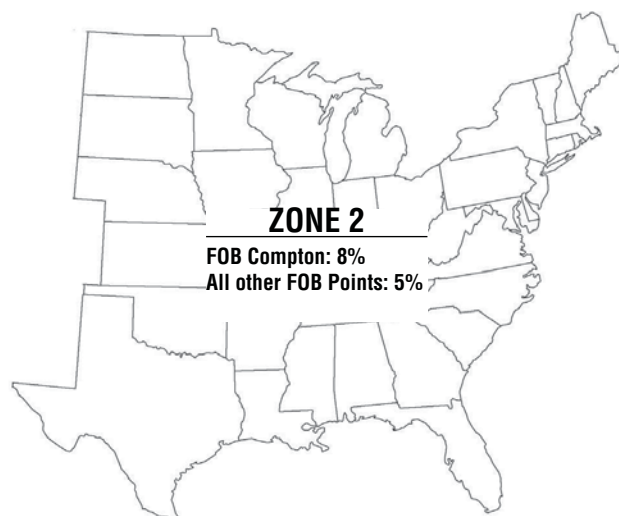
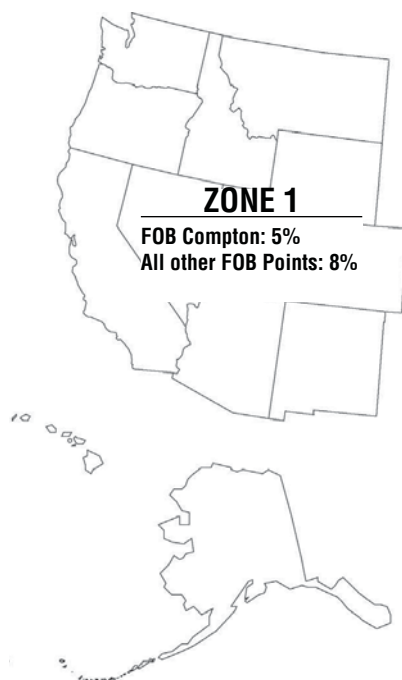
All shipments previously determined by UPS to be "Oversize" will now be billed on the Dimensional Weight of the shipment. Dimensional weight rates are applicable only to UPS Ground packages that are three cubic feet or larger. Dimensional weight is calculated in inches by multiplying width x height x depth, divided by 166 = dimensional weight.

Billable weight will be based on actual package weight or the dimensional weight, whichever is greater. Packages smaller than three cubic feet will be billed based on actual weight.

Please note that in some cases, UPS Dimensional weight may also apply to multiple combined products shipped in the same box. The estimated actual shipping weight of each product is shown in our Price List. The Dimensional Weight on single boxed products is available from our website at [www.peterpepper.com/ship/](http://www.peterpepper.com/ship/).

You may obtain further information on these new rules from UPS at: <http://www.rates.ups.com/>.

ZONE 1		ZONE 2	
FOB Compton: 5%		FOB Compton: 8%	
All other FOB Points: 8%		All other FOB Points: 5%	
Arizona	Alabama	Maryland	Oklahoma
California	Arkansas	Massachusetts	Pennsylvania
Colorado	Connecticut	Michigan	Rhode Island
Idaho	Delaware	Minnesota	South Carolina
Montana	Florida	Mississippi	South Dakota
Nevada	Georgia	Missouri	Tennessee
New Mexico	Illinois	Nebraska	Texas
Oregon	Indiana	New Hampshire	Vermont
Utah	Iowa	New Jersey	Virginia
Washington	Kansas	New York	Washington DC
Wyoming	Kentucky	North Carolina	West Virginia
	Louisiana	North Dakota	Wisconsin
	Maine	Ohio	



To locate your PPP Representative, go to the "Customer Service" link on the [peterpepper.com](http://peterpepper.com) website, click on "Find A Rep" and enter your zip code.





## GREEN POLICY

Peter Pepper Products has made environmental awareness a vital part of our business. Our mission is to meet our customers' expectations for high-design, high-quality, durable products, which also helps them meet their sustainable goals. Peter Pepper Products is committed to working towards and promoting buildings that are environmentally responsible, profitable and healthy places to live and work, while maintaining our responsibility to preserve our natural resources.

Peter Pepper Products are designed and engineered to live long, useful lives in interior and exterior environments. Most products are designed to allow for easily replaced parts. Our long-lasting, high-quality products, with low maintenance goals, translate into a more effective use of the earth's resources.

We use pre and post-consumer recycled materials, adopt environmentally sustainable processes and manufacture many products that are, themselves, recyclable or have recyclable components. We also implement our own energy efficient building solutions within our facilities, including the use of energy efficient lighting.

## INDOOR ADVANTAGE™ GOLD



In testing by Scientific Certifications Systems (SCS), a wide variety of our product line achieved Indoor Advantage™ Gold certification, aligning those products with section 01350 and California CARB 2 compliance.

- SCS Website <https://www.scsglobalservices.com/certified-green-products-guide>

### • Certificate # SCS-IAQ-02339 – Storage

#### PRODUCTS:

- Magazine & Literature Racks: includes Universal, Double Sided (freestanding models), 430 - 660 Series
- Magazine & Literature Racks: Universal, 4001, 4061 - 4071, 4081 - 4084
- 4000 Series: Newspaper Racks, Mail Distribution Racks
- Wall Medical & File Chart Holders
- healthFIRST® Infection Control Centers
- ENVISION® Collection: Storage & Shelving Systems
- PepperMint®: Wall Mounted Showcases, Freestanding Showcases, Freestanding Counters and Wardrobes
- MiniMint® Countertop and Wall Mounted Showcases
- WHEELIES® & AV Media Support Products: includes Easels, TV/DVD/VCR Carts & Equipment Stands and MultiMedia Carts (download the .pdf file here: [www.peterpepper.com/green](http://www.peterpepper.com/green))

### • Certificate # SCS-IAQ-02340 – Panels

#### PRODUCTS:

- Parallel Modular Communication System
- Healthcare: Message Centers
- Express Desk® Fold Down Wall Desks
- ENVISION® Collection: Exhibit, Display and Partition Panels
- MiniMint®: Wall Mounted Combination Units, Bulletin/Tackboards, Changeable Letter Directories and Writing Surfaces
- Wood Framed Wall Mounted Bulletin/Tackboards
- PepperMint® Freestanding Changeable Letter Directories
- TACTICS®: Wall Mounted Glass Writing Surface, Wall Writing Surfaces and Communication Boards (includes writing surfaces, fabric & cork, ColorCork & fabric, combination)
- TACTICS PLUS®: (wall mounted or panel system) Writing Surfaces, Fabric Tackable Panels, Combination Boards (download the .pdf file here: <http://www.peterpepper.com/green>)

## ADDITIONAL CERTIFICATIONS

- Porcelain writing surfaces are GREENGUARD Certified for Children & Schools.
- Laminates are GREENGUARD certified.
- Adhesives for lamination are GREENGUARD Certified, 3M 94 CA, which conforms with SCAQMD, California State Law and LEED EQc4.1.
- Substrates: Fiberboard-MDF-Melamine w/particle board core are NAUF CARB 1 compliant.
- Polyurethane Paint: 2.8 lbs VOC per gallon, Pigment and clear lacquer, 2.0 VOC per gallon.
- Starphire®: This ultra clear glass possesses a Silver Level, Cradle to Cradle certification issued by McDonough Braungart Design Chemistry, LLC. (MBDC)

## RECYCLED CONTENT

Peter Pepper Products is in the process of developing Product Environmental Profiles for Certifications and LEED Contribution for recycled content, regional materials and low emitting materials from our suppliers.

- Metals are the world's most highly recycled material and can be 100% recyclable. Many of our products are primarily formed of steel and aluminum. The recycled content of these metals are consistent with the industry standard up to 60% Post Consumer and 40% Pre-Consumer.
- HDPE is 100% recyclable through a re-grinding process with similar products.
- ABS and base sheets are 100% recyclable through a re-grinding process with similar products.
- Terratex®: Developed by Guilford of Maine, Terratex® fabrics are made from 100% post and pre-consumer recycled polyester, or compostable material using increasingly sustainable manufacturing practices to produce a high quality product that is recyclable at the end of its useful life.
- Packaging materials contain 30% - 100% post-consumer waste including corrugated packing boxes containing a minimum of 30% recycled content, starched base biodegradable packing pellets, wooden crates, chip board, and shredded paper containing 90% - 100% recycled content.



Terratex is a registered trademark of True Textiles, Inc. and designates fabrics that are made from 100% recycled or compostable material using increasingly sustainable manufacturing practices to produce a high quality product that is recyclable at the end of its useful life. [www.terratex.com](http://www.terratex.com)



Our membership in the U.S. Green Building Council furthers our dedication to a future where our products and the buildings they inhabit are of minimal environmental impact.



# Finishes & Fabrics

## PPP Solid Wood, Veneer or Laminate

### Wood Finishes

<b>CH</b>	Cherry
<b>LC</b>	Light Cherry
<b>HO</b>	Honey
<b>K</b>	Oak
<b>KS</b>	Medium Oak
<b>MA</b>	Natural Maple
<b>MM</b>	Mahogany
<b>LW</b>	Light Walnut
<b>W</b>	Walnut

### Laminate/Melamine Cross Reference

Wilsonart® 7924-07 Biltmore Cherry
Wilsonart® 7919-38 Amber Cherry
Pionite WM951-S Honey Maple
Formica 118-58 Finnish Oak
n/a
Wilsonart® 7909-60 Fusion Maple
Wilsonart® 7922-07 Brighton Walnut
Wilsonart® 7937-38 River Cherry
Lamin-Art 2608-T Fancy Walnut

### Section 1/1.1: Express Desk

#### Door Front Laminate

Soft White	WA 1572-60
Cool Grey	WA D381-60
Maple	WA 7909-60

## Fabrics

### Guilford of Maine

To order samples, visit online sample service:  
<http://www.guilfordofmaine.com>

#### Sprite Style 2671

010 Linen	030 Khaki
020 Butter	032 Harvest
031 Kiwi	040 Snow
012 Sherbet	

#### Lido Style 2858

024 Oak Bluffs	023 Cape May
010 Hermosa	030 Newport
065 Bryce Canyon	015 Moonstone
019 Balboa	031 Smith Point

#### Crosstown Style 2526

010 Cement	021 Graphite
030 Ray	040 Waterfront
050 Chamois	060 Fieldstone
070 Stucco	080 Buff

COM: Customer's Own Material



### Section 1.2: Scoop-Up Seat

#### Morbern/Legacy

LY-607	Fossil
LY-624	Slate
LY-625	Black
COM:	Customer's Own Material

### NEXSENTIALS

#### Zuma Freestanding Acoustical Screens; Arrow Bench

#### Maharam Patterns

Medium	463490	All Colorways
Milestone	403901	All Colorways
COM:		Customer's Own Material

## Cork

### Natural Cork

#### ColorCork<sup>1</sup> - Forbo Linoleum, Inc.

2186
2187
2209

## ColorCork Specifications<sup>1</sup>

- ColorCork is made from pure, granulated cork and natural ingredients that are combined under heat and pressure to create a smooth, suede-like surface of exceptional durability.
  - ColorCork is washable, tackable and reseals itself after push-pins are removed. The cork naturally inhibits bacterial growth and is environmentally friendly with no toxins or harmful by-products or emissions.
  - The ColorCork surface does not crack, peel or crumble and has low light reflectance.
  - Meets ASTM E-84, class B and NFPA 253, Class II.
- Samples available on request via Forbo Linoleum, Inc., 800-842-7839 x 712.

## COM - Customer's Own Material

Optional COM - Customer's Own Materials are available on most tackable panels.

### Shipping Instructions for COM

When ordering material, customer must have supplier of material mark the following information on the outside of the package.

1. Buyer's name.
2. Purchase Order Number to PPP.
3. Purchase Order date.
4. Work Order Number material is to cover.
5. Quantity and model number(s) material is to cover.
6. *Specify fabric direction: conventional or railroad.*

### All materials to be shipped FREIGHT PREPAID to:

Peter Pepper Products, Inc., 17929 S. Susana Road, Compton, CA 90221.

### Responsibility for COM shipments:

- We cannot be held responsible for performance of COM covering materials, nor shall we be held responsible for yields or variations in tone or weaving.
- All responsibility for COM shipments is between the buyer and the source.

