

VENDOR CONTRACT

Between KPAUL and
(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
Automobile Tires, Parts, Supplies and Equipment
04-032615

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract 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.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on contract at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract #04-032615 on PO.
- Email PO as a PDF attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the sealed Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of the TIPS contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

contract is exclusively between the participating entity and awarded vendor. TIPS, its agents, members and employees shall not be made party to any claim for breach of such agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an Interlocal agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation

and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract with a reliable, high performance vendor to supply commodities to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

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

Check one of the following responses to the General Terms and Special Terms and Conditions:



We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)



We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.)

Vendor Profile

1.1. Disadvantaged/Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that their firm is a HUB and/or D/M/WBE Yes No
(Vendor must fill out MWBE form: http://www.tips-usa.com/assets/documents/docs/MWBE_form.pdf
And include the form in Section 7 (Certificates)

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. Yes No

Vendor's principal place of business is in the city of Indianapolis State of Indiana

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
 Is not owned or operated by anyone who has been convicted of a felony.
 Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

- 1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No
If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.
- 1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No
- 1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No
- 1.4.4. Additional discounts to TIPS members for bulk quantities or scope of work? Yes No

1.5. Vendor Service

- 1.5.1. Average shipping time after receipt of customer order is 5 working days.
- 1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

- 1.5.3. Company experience in this category. 9 Years

The Vendor can provide services and/or products to all 50 US States? Yes No
If answer is no, please list which states can be served _____

- 1.5.4. Provisions for purchase with federal funds for contracts exceeding \$100,000. These forms are for non-construction contracts. Fill out the following forms and include in the Section 7 (Certificates) of your proposal:
[http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_\\$100K_non-construction.pdf](http://www.tips-usa.com/assets/documents/docs/Federal_Funds_over_$100K_non-construction.pdf)
http://www.tips-usa.com/assets/documents/docs/Suspension_or_Debarment_Certificate.pdf

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

_____ Month(s); or 1 Year(s); or Term of Contract

RFP- Automobile Tires, Parts, Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

KPAUL is a VA certified, Service- Disabled Veteran-Owned Small Business

Need more?

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

All SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS

RFP- Automobile Tires, Parts, Supplies and Equipment – Due February 12, 2015 at 3:00 p.m.

CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Kevin Paul
Title: Member
Email: kevin.paul@kpaulcorp.com
Phone: (317) 243-1750
Fax: (317) 270-9501
Mobile: _____

Secondary Contact:

Name: Karen J Chicas
Title: Proposal Manager
Email: karen.chicas@kpaulcorp.com
Phone: (317) 243-1750
Fax: (317) 270-9501
Mobile: _____

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

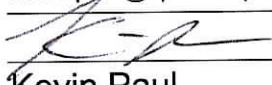
Contact person: Kevin Paul
Email: kevin.paul@kpaulcorp.com
Telephone: (317) 243-1750

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** Words to be included in the Search Engine for my Company (Limit 500 words): _____

Need Words

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.
Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	KPAUL
Mailing Address	5825 West 74th Street
City/State/Zip	Indianapolis, IN 46278
Telephone No.	(317) 243-1750
Fax No.	3172709501
E-mail address	kevin.paul@kpaulcorp.com
Authorized signature	
Printed name	Kevin Paul
Position with company	Member
Purchase Order Contact Person	Name: Kevin Paul
(This person is responsible for receiving	Email: kevin.paul@kpaulcorp
Purchase Orders from TIPS)	Phone: 3172431750
Company Website	www.kpaulcorp.com

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt
TIPS Authorized Signature

David Wayne Fitts
Approved by Region VIII ESC

3-26-15
Date

3-26-15
Date



5825 West 74th Street
Indianapolis, IN 46278
www.kpaulcorp.com
317-243-1750

Customer References

Department of the Army
Fort Sam Houston, Texas
Miguel Munoz
210-466-0128

Department of Veterans Affairs
John D. Dingell VA Medical Center
Craig Walker
313-576-1000 Ext 61222

Department of the Army
Silverbell Army Heliport
Teresa Glenn
520-750-5484

VALVOLINE LIMITED ENGINE WARRANTY

If the engine in a Qualifying Vehicle has a Qualifying Engine Breakdown, Ashland Consumer Markets, an operating division of Ashland Inc. ("Valvoline"), will pay the reasonable expenses for the repair or replacement of Covered Engine Parts and the associated labor to restore these Covered Engine Parts to operation, subject to the exclusions, limitations, terms, conditions, Eligibility Requirements, and consumer obligations set forth in this limited warranty (collectively, this "Limited Warranty"). But, Valvoline will not be liable for special, incidental, punitive or consequential damages, including, but not limited to, towing, lodging, business interruption, loss of profits, damage to or loss of other property or persons. Some states may not allow the exclusion or limitation of incidental or consequential damages, so that exclusion may not apply to you. This Limited Warranty gives you certain legal rights. You may have other rights that vary from state to state.

Capitalized terms not defined in this Limited Warranty shall have the meanings commonly ascribed to them.

COVERED CONSUMERS

This Limited Warranty is available only to the consumers who have complied with all Eligibility Requirements and who are at least 16 years of age on the date of Vehicle Registration ("Covered Consumers"). For purposes of this Limited Warranty a Covered Consumer may include a business entity (e.g., corporation, partnership, limited liability company, or similar entities).

WARRANTY EFFECTIVE DATE AND COVERAGE COMMENCEMENT DATE

This Limited Warranty becomes effective once the Covered Consumer has completed the Vehicle Registration process, except in states where registration is not required. In these states, this Limited Warranty becomes effective the date after March 1, 2010 when Covered Consumer has (i)(a) purchased qualifying Valvoline motor oil and changed oil in the Qualifying Vehicle (a "do it yourself" or "DIY oil change") or (b) purchased an oil change that uses qualifying Valvoline motor oil for the Qualifying Vehicle (a "do it for me" or "DIFM" oil change), that date being the date of Vehicle Registration. Vehicle Registration must occur on or after March 1, 2010. Coverage commences on the later of: (a) 18 months after the date of Vehicle Registration, (b) the date the Qualifying Vehicle has been driven 7,501 miles since the date it was enrolled, or (c) the date the Qualifying Vehicle has had at least 2 oil changes since the date it was enrolled (the "Coverage Commencement Date").

DURATION OF WARRANTY

This Limited Warranty covers the Qualifying Vehicle during the period from the Coverage Commencement Date through the date the Qualifying Vehicle reaches Maximum Mileage, as defined below under "Levels of Protection," unless the Covered Consumer fails at any time to fully comply with this Limited Warranty.

Levels of Protection: Valvoline offers three different levels of protection which cover the Covered Consumer's Qualifying Vehicle up to the following maximum number of miles (the "Maximum Mileage"):

150,000 Miles: To be eligible, Covered Consumers must change engine oil and filter before every 4,000 miles continuously and exclusively using Valvoline Premium Conventional Motor Oil or Valvoline NextGen Conventional Motor Oil (or a Valvoline oil listed below in a higher level of protection).

225,000 Miles: To be eligible, Covered Consumer must change engine oil and filter before every 4,000 miles continuously and exclusively using either Valvoline MaxLife Motor Oil, Valvoline NextGen High Mileage Motor Oil or Valvoline DuraBlend Motor Oil (or a Valvoline oil listed below in a higher level of protection).

300,000 Miles: To be eligible, Covered Consumers must change engine oil and filter before every 4,000 miles continuously and exclusively using Valvoline SynPower Full Synthetic Motor Oil, SynPower NextGen Full Synthetic Motor Oil, or MaxLife Full Synthetic Motor Oil.

Valvoline may add or subtract motor oils from the above categories as products are discontinued, as new products are added, or as deemed reasonable by Valvoline in its discretion. A Covered Consumer may change the level of protection for a Qualifying Vehicle at any time before the Qualifying Vehicle reaches 125,000 miles. A Covered Consumer who originally enrolls in the 225,000 or 300,000 mile protection level may change to a lower level of protection after the Qualifying Vehicle reaches 125,000 miles. In order to change the level of protection, the Covered Consumer must follow the instructions on www.valvoline.com or www.engineguarantee.com and comply with the requirements for the new level of protection chosen.

ELIGIBILITY REQUIREMENTS:

Qualifying Vehicles: A Qualifying Vehicle is a privately owned or leased, passenger car, van, or pickup/light truck that has a gross vehicle weight rating of less than 10,000 pounds and the odometer has fewer than 125,000 miles at the time of registration and fewer than 131,001 miles on the date of its first qualifying oil change on or after March 1, 2010. "Qualifying Vehicles" excludes: a) vehicles modified or used for any type of competitive, timed, or exhibition motorsports activity (e.g. racing, autocrossing), b) vehicles used for agricultural purposes, c) vehicles where the engine has been modified with equipment or parts that would void the vehicle manufacturer's warranty, d) vehicles that have been

modified with non-factory equipment or accessories (e.g., snow plow attachment, etc.), e) vehicles with diesel engines, f) vehicles that are more than 19 years old at the time they are enrolled, and g) kit cars. Each Covered Consumer may enroll up to 20 vehicles under this Limited Warranty. The Covered Consumer must be the owner or lessee of the Qualifying Vehicle enrolled.

Vehicle Registration: Covered Consumers must enroll their Qualifying Vehicle and select the level of protection desired, complete the online registration form, and agree to the terms and conditions of this Limited Warranty by visiting www.valvoline.com or www.engineguarantee.com. FOR RESIDENTS OF CALIFORNIA ONLY, THE FAILURE TO COMPLETE VEHICLE REGISTRATION DOES NOT DIMINISH THE COVERED CONSUMER'S LIMITED WARRANTY RIGHTS UNDER THIS LIMITED WARRANTY. A CALIFORNIA RESIDENT THAT DOES NOT COMPLETE VEHICLE REGISTRATION MUST COMPLY WITH ALL OTHER ELIGIBILITY REQUIREMENTS TO BE COVERED BY THIS LIMITED WARRANTY, AND COVERAGE OF CALIFORNIA RESIDENTS UNDER THIS LIMITED WARRANTY IS SUBJECT TO ALL EXCLUSIONS AND LIMITATIONS LISTED IN THIS LIMITED WARRANTY.

Consumer Obligations: Covered Consumers must record their vehicle mileage at the completion of Vehicle Registration. THE COVERED CONSUMER MUST CHANGE THE QUALIFYING VEHICLE'S OIL EXCLUSIVELY AND CONTINUOUSLY WITH VALVOLINE® MOTOR OIL. THE COVERED CONSUMER MUST CHANGE THE QUALIFYING VEHICLE'S OIL AT LEAST ONE TIME PER YEAR AND BEFORE EVERY 4,000 MILES TO QUALIFY FOR THIS LIMITED WARRANTY. Covered Consumers must go to www.valvoline.com or www.engineguarantee.com and record oil changes with the following required information within 90 days after the oil change occurred: date of oil change, mileage at time of oil change and product used. Covered Consumers are required to keep all motor oil receipts as proof of purchase and will be required to submit proof of purchase if a claim is submitted. Any oil changes taking place at a Valvoline Instant Oil Change will not require receipts as these records are already available to Valvoline.

ADDITIONAL TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS

THIS LIMITED WARRANTY DOES NOT COVER ANY DAMAGE THAT OCCURS PRIOR TO THE COVERAGE COMMENCEMENT DATE.

"Covered Engine Parts" means all internal "oil wetted" engine parts, including: pistons, piston rings, piston pins, crankshaft and main bearings, connection rods and rod bearings, camshaft and camshaft bearings, timing chain and timing gears, intake and exhaust valves, valve springs, guides, oil pump, push rods, rocker arms, hydraulic lifters and rocker arm shafts. The engine block and cylinder heads are also covered if mechanical failure was caused by a failure of the above-listed parts. Covered Engine Parts does not include the following: a) all fuel system parts, b) all ignition, starting and electrical system parts, c) turbocharger and supercharger systems, d) the Exhaust Gas Recirculation (EGR) system, and e) exhaust manifolds. THIS LIMITED WARRANTY COVERS THE COVERED ENGINE PARTS, INCLUDING LABOR COSTS FOR REPAIR OR REPLACEMENT OF THE COVERED ENGINE PARTS, AND THIS LIMITED WARRANTY COVERS NO OTHER PARTS OR LABOR. Replacement will be made with a part that is of a like kind and

quality (i.e., new, remanufactured or used parts) compatible with the original design specifications and wear tolerances of the Covered Vehicle.

“Qualifying Engine Breakdown” means a) the immediate and apparent total mechanical failure of a Covered Part to work as it was designed to work in normal services, and b) the vehicle electrical, fuel, computer engine management, cooling, induction and exhaust systems are all working properly, and are not the cause of engine failure. A Qualifying Engine Breakdown does not include the reduction in operating performance due to wear and tear, including a reduction in engine compression due to worn rings or valves, or abnormal sounds such as “knocking,” “pinging,” or “rattling” sounds when a breakdown has not occurred.

Each qualifying oil change must include an oil filter replacement and enough required Valvoline motor oil to fill the Qualifying Vehicle’s crankcase. The Qualifying Vehicle engine must be serviced exclusively with the vehicle manufacturer’s required viscosity and grade.

IF YOUR VEHICLE MANUFACTURER RECOMMENDS A FULL SYNTHETIC OR SEMI-SYNTHETIC MOTOR OIL, YOU WILL ONLY BE COVERED BY THIS LIMITED WARRANTY IF YOU SIGN UP FOR THE 300,000 MILE WARRANTY (FOR FULL SYNTHETIC VEHICLES) FOR VALVOLINE’S LINE OF SYNTHETIC MOTOR OIL OR THE 225,000 MILE WARRANTY (FOR SEMI-SYNTHETIC VEHICLES) FOR VALVOLINE’S LINE OF SEMI-SYNTHETIC MOTOR OIL.

The Covered Consumer must replace the Qualifying Vehicle’s air filter as often as the Qualifying Vehicle manufacturer recommends. The Covered Consumer must maintain the Qualifying Vehicle’s emission control system in compliance with the Qualifying Vehicle’s manufacturer recommendations. The Covered Consumer must comply with all scheduled engine maintenance recommended by the Qualifying Vehicle’s manufacturer as outlined in the Qualifying Vehicle’s owners manual. The Covered Consumer must repair significant oil leaks and perform other necessary maintenance and repairs to prevent damage to the engine.

Valvoline may require that the Qualifying Vehicle be repaired at a certified repair facility or performed by an ASE Certified Mechanic for approved engine claim repair work under this Limited Warranty.

Valvoline may pay the repair facility that performs the repair or reimburse the Covered Consumer. At Valvoline’s option, if the cost of repair exceeds the value of the Qualifying Vehicle, Valvoline may pay the Covered Consumer an amount equal to the private sale value of the Qualifying Vehicle on the date of a Qualifying Engine Breakdown as set forth by Kelley Blue Book or some other similar listing of vehicle values if a Kelley Blue Book value is not available. VALVOLINE’S LIABILITY TO PAY FOR REPAIRS (OR THE VALUE OF THE QUALIFYING VEHICLE) IS LIMITED TO A TOTAL OF \$5,000.00 OVER THE LIFE OF THIS LIMITED WARRANTY. Valvoline’s obligation to repair or replace any listed/covered part, as may be required, is the sole and exclusive remedy available to you under this Limited Warranty. Valvoline is only responsible for the repairs it approves.

If Valvoline pays anything under this Limited Warranty, and the Covered Consumer has a right to recover costs from another party, the Covered Consumer’s rights will become Valvoline’s rights, up to the

amount Valvoline paid. And the Covered Consumer will do whatever is necessary to enable Valvoline to enforce these rights.

The failure of any Covered Engine Part that is related to any pending legal proceeding or recall or for which the manufacturer has announced its responsibility by any means, is excluded from coverage under this Limited Warranty.

THIS LIMITED WARRANTY DOES NOT COVER CLAIMS ALSO COVERED BY THE QUALIFYING VEHICLE'S MANUFACTURER WARRANTY OR ANY EXTENDED SERVICE CONTRACT OR WARRANTY. However, if a Covered Consumer has otherwise complied with this Limited Warranty, Valvoline will pay the deductible amount to be paid by the Covered Consumer under any existing extended service contract previously purchased by the Covered Consumer which covers engine damage to the Qualifying Vehicle. This Limited Warranty does not extend the Qualifying Vehicle manufacturer's warranty.

THIS LIMITED WARRANTY DOES NOT COVER CLAIMS THAT ARE THE RESULT OF: COLLISION OR OTHER ACCIDENT; THEFT; VANDALISM; RIOT; EXPLOSION; EARTHQUAKE; LIGHTNING; FREEZING; OVERHEATING; INTERNAL OR EXTERNAL FIRE; WATER OR FLOOD DAMAGE (INCLUDING PRIOR FLOOD DAMAGE); NEGLIGENCE, RECKLESS, KNOWING OR INTENTIONAL DAMAGE; TIMING BELT FAILURE; IMPROPER SERVICE OR MAINTENANCE; DEFECT ATTRIBUTABLE TO THE VEHICLE MANUFACTURER; IMPROPER INSTALLATION OF ANY PART; FLUID CONTAMINATION (I.E., COOLANT, FUEL, WATER OR FOREIGN MATERIAL); OR THE FAILURE TO KEEP THE MOTOR OIL AND ENGINE COOLANT AT LEVELS PRESCRIBED BY THE MANUFACTURER. Valvoline may refuse payment of any claims that otherwise comply with the terms of this Limited Warranty where Valvoline believes in good faith that one or more of these causes contributed to the damage claimed.

This Limited Warranty may be deemed void by Valvoline in its sole discretion if the Covered Consumer records the type of oil used or mileage interval incorrectly or if the Qualifying Vehicle's true mileage cannot be determined (for example, due to a malfunctioning odometer).

Unless earlier terminated for non-compliance with the terms and conditions, all coverage under this Limited Warranty ends on June 1, 2029, or when the odometer reading has exceeded the Maximum Mileage restrictions, whichever occurs first. Any claims accruing after 12:00 AM, Eastern Daylight Time on June 2, 2029, shall not be covered by this Limited Warranty. All claims must be filed on or before July 1, 2029. Valvoline may extend the expiration date of this Limited Warranty without notice.

This Limited Warranty is only available in the United States of America, which includes the 50 states and the District of Columbia but does not include any U.S. territories.

This Limited Warranty may not be transferred or assigned.

Each Qualifying Vehicle is allowed up to three "exceptions" relating to the Covered Consumer's compliance obligations. This Limited Warranty will become null and void if an enrolled Qualifying Vehicle has more than three qualifying exceptions. Valvoline reserves the right to determine whether any failure by a Covered Consumer to strictly comply with their obligations qualifies as an "exception" in Valvoline's

sole discretion. A qualifying "exception" includes, but may not be limited to, a) failing to change oil within 4,000 miles (but less than 6,000 miles) of the previous oil change, b) failing to record an oil change within 90 days of the date the oil change occurred, or c) using the wrong type of oil required for the level of protection desired (i.e., using premium conventional oil rather than SynPower full synthetic oil). If the Covered Consumer fails to change oil within 6,000 miles from the previous oil change, that event will not be considered a qualifying "exception", and this Limited Warranty will become null and void.

Valvoline may add coverage categories or discontinue offering coverage categories at any time in its sole discretion without notice. Valvoline may close registration for this Limited Warranty at any time without notice. If Valvoline discontinues coverage for a category, no new vehicle registrations will be allowed in the discontinued category. If Valvoline closes registration, no new vehicle registrations will be allowed. However, those Covered Consumers then participating in this Limited Warranty program will continue to be covered so long as they comply with all terms and conditions of the Limited Warranty.

These terms and conditions may only be changed by Valvoline.

FILING A CLAIM

To file a claim under this Limited Warranty, Covered Consumers must:

Be sure the Qualifying Vehicle is protected from further damage;

Upon discovery of the damages (but not later than 30 days from the date the damage occurred), visit www.valvoline.com or www.engineguarantee.com for instruction on filing a claim) or call 1-877-274-6703 (a claim may also be made in writing to Valvoline Engine Guarantee, PO Box 11336, Lexington, Kentucky 40512);

Receive repair approval from Administrator prior to cleaning, repairing or replacing any covered parts (no claims will be paid without prior authorization). To receive repair approval Covered Consumers must contact the Administrator at its toll-free number listed above or, in the case of those submitting a claim in writing, the Administrator will contact the Covered Consumer directly;

Provide all information requested by Valvoline; and

Make the vehicle available for inspection at Valvoline's request.

After review of the claim, Valvoline may request additional information. Covered Consumers may be required to provide the following:

package codes or copies of all service and purchase receipts as proof of purchase, (receipts must be printed, not hand written, and specify clearly and unambiguously the use of Valvoline oil for the oil change; any oil changes taking place at a Valvoline Instant Oil Change location will not require receipts as these records are already available to Valvoline),

purchase receipts for all engine-related maintenance,
a copy of the current Vehicle Registration card,
documentation of the engine damage and estimated repair costs, and /or
a copy of any extended service contract or warranty.

Georgia Addendum:

We feel so strongly about the quality of our motor oil, we are offering this limited warranty. This is not a contract of insurance. Our obligations are insured. If a claim is not paid within 60 days, you may file a claim directly with the insurer: Ashland, Inc., Attn: Georgia Engine Guarantee Claim, PO Box 11336, Lexington, KY 40512. Consumers may opt out of this limited warranty at any time.

RAIN-X Wiper Blades Warranty

Rain-X® wiper product is warranted to be free from defects in materials or workmanship.

Damage from misuse, abuse or gradual wear from normal use is excluded from this warranty. This warranty is limited to the original consumer of the Rain-X® wiper, and is not transferable. Replacement will be issued to any wiper proved defective in material or workmanship, or both, during the warranty period. This is the exclusive remedy.

This warranty does not include labor or cover the cost of any additional components and labor required. This warranty is null and void if the installed Rain-X® wiper has been misused, misapplied, or is not a correct application in accordance with the Rain-X® wiper catalog.

Install and maintain products according to the vehicle manufacturer's recommended procedures. Failure to follow these instructions could result in injury or property damage. Rain-X® disclaims all liability due to failure to follow these instructions.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO ^{KP} Initial of Authorized Company Official

YES Initial of Authorized Company Official

Company Official: Kevin Paul

Company: KPAUL

Provisions for purchase with federal funds for contracts exceeding \$100,000
These forms are for non-construction contracts

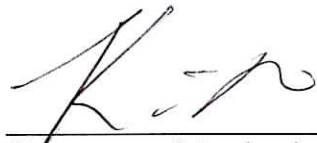
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If your company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding \$100,000?

Check your response?

YES NO



2/4/2015

Signature of Authorized Company Official

Date

Kevin Paul

Printed Name of Authorized Company Official

KPAUL

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES KP Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

- 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.

The vendor complied with #1 through 4 above? YES KP Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$100,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES KP Initial of Authorized Company Official

Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

KPAUL

Name of Organization

5825 W. 74th St. Indianapolis, IN 46278

Address of Organization

Karen Chicas / Proposal Manager

Name / Title of Submitting Official



Signature of Submitting Official

2/4/2015

Signature Date

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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 Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding \$100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES KP Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES KP Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES KP Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding \$100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES Initial of Authorized Company Official *KP*

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES Initial of Authorized Company Official *KP*

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES Initial of Authorized Company Official *KP*

Request for Taxpayer Identification Number and Certification

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

Name (as shown on your income tax return)
KPaul Properties, LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____

Other (see instructions) ▶ _____

Exempt payee

Address (number, street, and apt. or suite no.)
5825 West 74th Street

City, state, and ZIP code
Indianapolis, IN 46278

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

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

Employer identification number

2	0	-	4	0	7	6	3	5	5
---	---	---	---	---	---	---	---	---	---

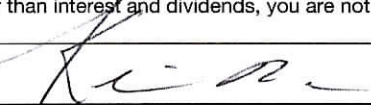
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶  Date ▶ 2/4/2015

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.