

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

SOFTWARE

#03071615

General Information

The vendor 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 an 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.

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 business at 4845 US Hwy 271 North, 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.

Definitions

PURCHASE ORDER is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the contract. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

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, rented to, 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

The SOFTWARE contract is for one (1) year 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 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 One Percent (1%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 1% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 1% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. 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 1% is mailed. Failure to pay 1% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS 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, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS 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, TIPS 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, TIPS 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 TIPS 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 TIPS Members have 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 TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 03071615". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the 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 TIPS 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 TIPS's 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 TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

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

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

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

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

Smoking

Persons working under 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, TIPS 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 TIPS 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 TIPS 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 TIPS 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 TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS 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 TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS 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 TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS 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 TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (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 products and services 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 TIPS at 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 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 approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then 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.
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Check one of the following responses to the General Terms and Special Terms and Conditions:

() We take no exceptions/deviations to the general and/or 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/or 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:

[illegible]

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
		Contact	Kim Thompson, Coordinator of Office Operations	Department Building
Bid Number	03071615			Floor/Room
Title	Software			Telephone
Bid Type	RFP			Fax
Issue Date	05/01/2015	Department Building		Email
Close Date	6/12/2015 3:00:00 PM CT			
Need by Date		Floor/Room		
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company GLOBAL PARCEL SERVICE, LLC.
 Address 407 W OSBORN RD.
 SUITE 100
 PHOENIX, AZ 85013

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (602) 466-1706 115
 Fax 1 (480) 247-5956
 Email
 Submitted 6/12/2015 2:18:54 PM CT
 Total \$0.00

Signature FREDERICK WERNER

Email FWERNER@GOAWH.COM

Supplier Notes

We are the master distributor of SqBx Tracking and Zenventory+ software.

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
05/07/15	Pre-Bid Webinar	1. Click to start and join at the specified time and date: https://global.gotowebinar.com/ojoin/6725893313349788930/724887489667689990 Note: This link should not be shared with others; it is unique to you. 2. Choose one of the following audio options: TO USE YOUR COMPUTER'S AUDIO: When the Webinar begins, you will be connected to audio using your computer's microphone and speakers (VoIP). A headset is recommended. -- OR -- TO USE YOUR TELEPHONE: If you prefer to use your phone, you must select "Use Telephone" after joining the webinar and call in using the numbers below. United States Long Distance: +1 (415) 655-0051 Access Code: 749-762-945 Audio PIN: Shown after joining the webinar
05/07/15	Pre-Bid Webinar	Time and date of the webinar: Friday, May 8, 2015 2:00 PM CST
05/13/15	Pre-Bid Webinar (Recorded)	If you missed the Pre-Bid Meeting or Webinar last week here is a link to the recorded webinar: https://www.tips-usa.com/prebidmeeting.html (You must have a video player plugin for your browser to view the recording.)
05/15/15	Pricing	There was not a pricing spreadsheet template uploaded to the "Attachments" tab. Responding vendor must create their own spreadsheet in Excel format and upload the document to the "Response Attachments" tab, pricing section.
06/04/15	Administrative Fee	There was a discrepancy in the Software RFP regarding the Administrative Fee. In all sections and attribute questions, the TIPS Administrative Fee should be 1%. If you answered Question #11 in the Attributes tab, "Pricing submitted includes a 2% TIPS participation fee?", with a "NO" because it showed 2% and not 1%, but you would be willing to pay a 1% Administrative Fee, please email the TIPS Office at bids@tips-usa.com notifying them of your agreement to pay 1%. If you checked "YES" to Question #11, no further action is necessary and you will only pay 1%. Please note: If you said, "NO" to Question #11 that you will not pay an Administrative Fee, a contract will not be awarded to your company. If you have any questions please contact the TIPS Office. Thank you.

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
4	Company Residence (City)	Vendor's principal place of business is in the city of?	PHOENIX

5	Company Residence (State)	Vendor's principal place of business is in the state of?	ARIZONA
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 8)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
9	Pricing Information:	Pricing information section. (Questions 10 - 13)	(No Response Required)
10	Yes - No	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. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
11	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
12	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
13	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
14	Start Time	Average start time after receipt of customer order is ____ working days?	3
15	Years Experience	Company years experience in this category?	10
16	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
17	States Served:	If answer is NO to question #16, please list which states can be served. (Example: AR, OK, TX)	

18	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.) We provide logistics, proof of delivery, chain of custody and tracking software to assist with inbound/outbound package tracking, asset and inventory management as well as tracking for vehicles. SqBx tracking assists organizations with their internal/inbound package management, interoffice deliveries, courier tracking, outbound shipping, fixed asset tracking and more. Our Zenventory Plus inventory solution provides full service web based inventory management. All of our offerings provide a wide range of customization and mobile devices are available. All of the software is cloud-based, hosted by Rackspace and automatically archived and backed up for a minimum of 7 years. Our support is excellent; unlimited training and support is included 7AM to 7PM Central time M-F excepting Federal holidays. Remote in support to your website or mobile device enhances our ability to ensure high productivity from the software utilization by your team. Simple to learn and easy to administrate; the software has a very short learning curve. 99.9 percent up time is guaranteed. Customization of most every feature is built into the program and additional customization is available. Virtually unlimited reporting is included with any search of 26 customizable fields becoming a PDF or csv file that can become a report template for future searches with a click of the mouse. Unlimited users and workstations (tablets, MACs, Smartphones, PCs and laptops) that have 24/7 access with an internet or cell connection. The unlimited training and support makes it easy to offer satisfaction that is guaranteed.	
19	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
20	Primary Contact Name	Primary Contact Name	FREDERICK WERNER
21	Primary Contact Title	Primary Contact Title	CEO
22	Primary Contact Email	Primary Contact Email	FWERNER@GOAWH.COM
23	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6024661706
24	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4802475956
25	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	6025709146

26	Secondary Contact Name	Secondary Contact Name	KRISTIN RUTH
27	Secondary Contact Title	Secondary Contact Title	DIRECTOR OF SALES
28	Secondary Contact Email	Secondary Contact Email	KRUTH@UBIQUIA.COM
29	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6024661706
30	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	4802475956
31	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	6235233666
32	2% Contact Name	2% Contact Name	FREDERICK WERNER
33	2% Contact Email	2% Contact Email	FWERNER@GOAWH.COM
34	2% Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6024661706
35	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 36 - 38)	(No Response Required)
36	Purchase Order Contact Name	Purchase Order Contact Name	FREDERICK WERNER
37	Purchase Order Contact Email	Purchase Order Contact Email	FWERNER@GOAWH.COM
38	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	6024661706
39	Company Website	Company Website (Format - www.company.com)	WWW.SQBXTRACKING.COM
40	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-2619017
41	Primary Address	Primary Address	406 W OSBORN RD SUITE 100
42	Primary Address City	Primary Address City	PHOENIX
43	Primary Address State	Primary Address State (2 Digit Abbreviation)	AZ
44	Primary Address Zip	Primary Address Zip	85013
45	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Tracking, package tracking, asset tracking, visitor tracking, inventory management, outbound shipping, desktop shipping, purchase order receiving, chain of custody, signature capture, e-mail notification, package alerts, mobile delivery, mobile receiving, cloud based tracking.
46	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
47	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of contract

Line Items	
Response Total:	\$0.00

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

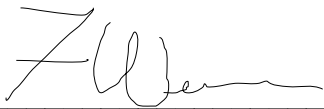
Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding \$100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education 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 ☐



6/12/2015

Signature of Authorized Company Official

Date

FREDERICK WERNER

Printed Name of Authorized Company Official

GLOBAL PARCEL SERVICE, LLC.

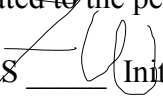
Company Name

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  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  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  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 Lobbing," 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.

GLOBAL PARCEL SERVICE, LLC.

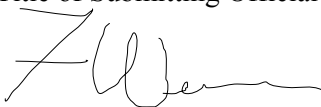
Name of Organization

407 W OSBORN RD SUITE 100, PHOENIX AZ 85013

Address of Organization

CEO

Name / Title of Submitting Official



Signature of Submitting Official

6-12-2015

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.

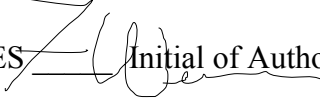
Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law 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  Initial of Authorized Company Official

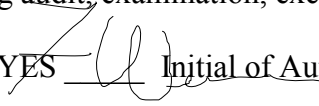
Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

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  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.

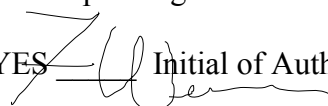
Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, 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  Initial of Authorized Company Official

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

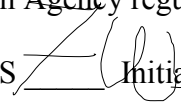
Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

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

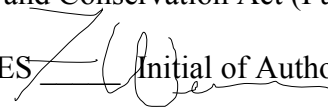
Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts,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

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

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 from participation in Federal funds contracts?

NO ☒ Initial of Authorized Company Official

YES ☐ Initial of Authorized Company Official

Company Official: FREDERICK WERNER

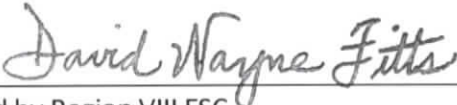
Company: GLOBAL PARCEL SERVICE, LLC.

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in 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.

Company Name: GLOBAL PARCEL SERVICE, LLC.
Mailing Address: 407 W OSBORN RD SUITE 100
City: PHOENIX
State: AZ
Zip: 85013
Telephone Number: (602) 466-1706
Fax Number: (480) 247-5956
Email Address: FWERNER@GOAWH.COM
Authorized Signature: 
Printed Name: FREDERICK WERNER
Position: CEO

This contract is for a total TERM of one year with the option of two additional years. 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.


TIPS Authorized Signature
Date: 7-16-15

Approved by Region VIII ESC
Date: 7-16-15

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
University of South Carolina	Columbia	South Carolina	Barry Meyers	(803) 777-4187
University of Houston	Houston	Texas	Robert Poole	(713) 743-5826
Texas Woman's College	Denton	Texas	Bill Beckham	940-898-3134
Middle Tennessee State University	Murfreesboro	Tennessee	Cathy Watts	615-898-5166
City of Phoenix – Aviation Department	Phoenix	Arizona	Robert Pacheco	602-768-2956

SOFTWARE AND EQUIPMENT SALES AGREEMENT. All of the information provided when you submit your order is incorporated by reference and made a part of this Software and Equipment Sales Agreement ("SESA"). GLOBAL PARCEL SERVICE will provide Customer ("you") with maintenance and repair services for covered Equipment as required, including new (or equivalent to new, including remanufactured or refurbished) parts and assemblies needed due to normal wear.

1.0 Basic Software And Equipment Maintenance. To obtain service or equipment repair, you must contact GLOBAL PARCEL SERVICE for service during its normal working hours (8am – 8pm Eastern) Monday through Friday, excluding holidays ("Normal Working Hours") or you may place a request for service via the respective product's website. GLOBAL PARCEL SERVICE reserves the right to service your Equipment by Remote diagnostics or off-site service. There will be no hourly charges unless service is performed outside GLOBAL PARCEL SERVICE's Normal Working Hours set forth above. Notwithstanding the foregoing, consumable supplies including label printer printheads, labels, mobile computer styluses, batteries, and peripheral cables are not covered by this SESA. Professional services other than those set forth herein are not covered by this SESA.

2.0 Service Availability. GLOBAL PARCEL SERVICE will provide service during normal working hours (8am – 8pm Eastern) Monday through Friday excluding holidays ("Service Hours"). If an unscheduled outage occurs during the Service Hours, you may contact GLOBAL PARCEL SERVICE and request a credit of the equivalent of one day of monthly service for each hour the service is unavailable. If your service is unavailable for the entirety of three (3) consecutive business days (8am – 8pm Eastern) Monday through Friday and excluding holidays, you may request a refund of the pro rated proportion of your service subscription fees. This refund expressly excludes any refund of hardware, installation training, and other professional services previously rendered. The credit and refund does not apply to service interruptions caused by:

1. periodic scheduled maintenance or repairs GLOBAL PARCEL SERVICE may undertake from time to time; and
2. external forces beyond the control of GLOBAL PARCEL SERVICE or that are not reasonably foreseeable by GLOBAL PARCEL SERVICE (such as public and private network infrastructure failure, terrorism, natural disaster, or other Acts of God);

3.0 Comprehensive Coverage. Comprehensive coverage includes normal wear and tear as well as internal or external components damaged through accidental breakage. If comprehensive coverage is elected as part of this contract GLOBAL PARCEL SERVICE will repair or replace the covered hardware within fifteen (15) business days from receipt of the equipment. GLOBAL PARCEL SERVICE reserves the right to service your Equipment by Service by Replacement with new, reconditioned or remanufactured equipment, depending upon the age of the Equipment and the nature of the performance problem. Notwithstanding the foregoing, consumable supplies including label printer printheads, labels, mobile computer styluses, batteries, and peripheral cables are not covered by this SESA or the Comprehensive Coverage Plan.

4.0 Exclusions. This SESA excludes services and repairs that are made necessary due to negligence, damage in transit, virus contamination and loss of data, use of Equipment in a manner not authorized by this SESA or other applicable purchase, lease or licensing agreement, external forces, unauthorized third party repairs, use of Equipment in an environment with unsuitable humidity or line voltage, loss of electrical power, power fluctuation, operator error, casualty (such as fire, flood, or other natural causes), sabotage, repair or attempted repair by anyone other than GLOBAL PARCEL SERVICE, the use of supplies or other hardware or software in connection with Equipment not meeting GLOBAL PARCEL SERVICE specifications, failure to use applicable software updates and/or use of Equipment with any system for which GLOBAL PARCEL SERVICE has advised it will no longer provide support or has advised is no longer compatible.

5.0 Term. THE INITIAL TERM OF THIS AGREEMENT IS STATED ON PAGE ONE OF THIS CONTRACT. AFTER THE INITIAL TERM EXPIRES NEW TERMS SHALL BE AUTOMATICALLY RENEWED FOR SUCCESSIVE TWELVE (12) MONTH PERIODS UNLESS GLOBAL PARCEL SERVICE RECEIVES FROM YOU WRITTEN NOTICE OF TERMINATION AT LEAST SIXTY (60) DAYS BEFORE THE END OF THE INITIAL TERM OR THE THEN CURRENT RENEWAL TERM. SUCH NOTICE SHALL BE PROVIDED TO THE FOLLOWING ADDRESS: Global Parcel Service LLC, PO BOX 47609, Phoenix, AZ 85068-7609. All amounts invoiced under this SESA are due and payable to GLOBAL PARCEL SERVICE upon your receipt of each Invoice.

6.0 Modification; Termination. GLOBAL PARCEL SERVICE may, from time to time, change the services provided under this SESA, modify the terms of this SESA, or terminate such services or this SESA, at pro GLOBAL PARCEL SERVICE's discretion, with notice to you. GLOBAL PARCEL SERVICE will advise you, in such notice, if it believes, in its sole judgment, that any such change in services or modification of terms is material. If you receive notice that any such change in services or modification of terms is material, you may terminate this SESA by delivering to GLOBAL PARCEL SERVICE written notice of your desire to terminate within thirty (30) days after your receipt of such notice from GLOBAL PARCEL SERVICE. Any such termination by you shall be effective ten (10) business days after GLOBAL PARCEL SERVICE's receipt of your notice of termination. Your notice must include your Customer Account Number and be sent to GLOBAL PARCEL SERVICE, by certified mail, return receipt requested, at the following address: Global Parcel Service LLC., PO BOX 47609, Phoenix, AZ 85068-7609. If you breach any applicable term of this or any other agreement with GLOBAL PARCEL SERVICE, GLOBAL PARCEL SERVICE may immediately terminate this SESA. GLOBAL PARCEL SERVICE may also recover all expenses incurred in enforcing its rights under this SESA, including reasonable attorneys' fees and interest to the maximum extent permitted by law. If GLOBAL PARCEL SERVICE no longer offer maintenance service for the Equipment or this SESA is terminated by GLOBAL PARCEL SERVICE or if you have terminated this SESA as provide in this Section 4.0, GLOBAL PARCEL SERVICE's sole obligation shall be a pro-rata refund of fees paid for the termination services except if the termination is due to your breach of this SESA.

7.0 Fees. Adjustments to SESA rates will be made only at renewal time. GLOBAL PARCEL SERVICE reserves the right not to renew this SESA at any time and for any reason including, but not limited to, age of the Equipment or excessive usage or your refusal to pay any amounts due under this SESA. If any payment under this SESA is not made in full on or before its due date, you shall pay GLOBAL PARCEL SERVICE's then applicable administrative fee assessed on delinquent accounts, including interest from its due date until paid in full, at the lesser of 1.5% per month or the maximum rate allowed by law. Your signature is our assurance that you have the authority to enter into this SESA. GLOBAL PARCEL SERVICE's acceptance is signified when its authorized invoice is issued or by its acceptance of your payment.

8.0 Liabilities; Warranty. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, GLOBAL PARCEL SERVICE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES FURNISHED HEREUNDER. IN NO EVENT WILL GLOBAL PARCEL SERVICE BE LIABLE FOR ANY DAMAGES, INCLUDING ANY LOST PROFITS OR INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER DAMAGES, EVEN IF GLOBAL PARCEL SERVICE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE FOREGOING, GLOBAL PARCEL SERVICE'S LIABILITY ARISING OUT OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, IN TORT OR WARRANTY, OR OTHERWISE SHALL NOT EXCEED THE AMOUNTS PAID BY YOU FOR EQUIPMENT MAINTENANCE PROVIDED DURING THE TERM DURING WHICH SUCH LIABILITY AROSE WITH RESPECT TO SUCH SERVICE.

9.0 Training Services. You may receive training during the term of this Agreement at a time mutually agreed upon by both parties. Such training will include an overview to the operator(s) on how to use the GLOBAL PARCEL SERVICE equipment covered by this Agreement. Web-based training sessions are included as part of the annual fees for your maintenance plan. On-site training sessions are not covered by your annual maintenance plan.

10. General Terms.

10.1 **Severability:** Every provision of this SESA Agreement is intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity or legality of the remainder of this SESA Agreement.

10.2 **Entire Agreement:** This SESA Agreement constitutes the entire agreement among or between the parties, and supersedes any prior understandings and agreements, whether written or oral, with respect to the subject matter hereof. This SESA Agreement may be amended only in writing with signature of both parties.

10.3 Dispute Resolution:

10.3.1 Any disputes, arising out of, or relating to this SESA Agreement or breach thereof, must first be submitted to non-binding mediation. Mediation may be joined with any person if the mediation involves common questions of law.

10.3.2 If a resolution fails to be achieved in non-binding mediation (in whole or in part), any remaining disputes relating to the interpretation or performance of this Agreement shall be resolved at the request of either party through binding arbitration pursuant to Ariz. Rev. Stat. § 12-1501. Arbitration shall be conducted in Maricopa County, Arizona. Arbitration shall consist of a three-panel arbitration where each party chooses its own party arbitrator and the two-party appointed arbitrator choose a neutral third arbitrator. Judgment upon any award by the arbitrators may be entered by any state or federal court having jurisdiction. Parties intend that this Agreement to arbitrate be irrevocable.

10.4 Waiver: The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this SESA Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

10.5 Attorney's Fees: In case of any action or proceeding to compel compliance with, or for a breach of, any of the terms and conditions of this SESA Agreement, the prevailing party shall be entitled to recover from the losing party all costs of the action or proceeding, including, but not limited to, reasonable attorneys' fees.

10.6 Jurisdiction and Venue: Jurisdiction and venue are proper in Maricopa County, Arizona.