

TIPS VENDOR AGREEMENT (JOC) PART 2 ONLY

Between GonLED and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210601 Lighting Systems, Parts and Installations PART 2 ONLY

General Information

The Vendor Agreement (“Agreement”) 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 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, 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. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda possible.

Terms and Conditions

Conflicts with RS Means Unit Price Book

If the terms of the solicitation referenced RS Means Unit Price Book occur, the RS Means Book shall control if it determines the legality of the solicitation award as it relates to the requisite Means Unit Price Book.

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

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

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

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

Davis Bacon Act

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings or as otherwise required by applicable statute or regulation.

Other Wage Rates

Other wage rates may be required by some TIPS Members and acceptance of a project by the Vendor may require the Vendor to comply with the TIPS Member's required wage rate.

Tax exempt status

Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan,

gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional two (2) consecutive one (1) year terms. The first renewal extension year shall be automatic unless the awarded vendor notifies TIPS of its objection to the first additional one (1) year renewal extension. If TIPS offers the second one (1) year renewal extension terms, the vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base term. Whether or not to offer the renewal extension years is at the sole discretion of TIPS.

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

Example: *If the anticipated award date published in the Solicitation is August 27, 2020 but extended negotiations delay award until September 24, 2020 the end date of the resulting initial “two-year” term Agreement, (which is subject to an extension(s)) will still be August 31, 2022.*

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

Example: *If the original term is approximately two years, and the solicitation provides an anticipated award date of August 27, 2020, the expiration date of the original two-year term shall be August 31, 2022.*

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

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be August 31, 2023.*

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

Total term of Agreement can be up to the number of years provided in the solicitation or as limited by statute.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an

Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

The awarded Vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx." Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order or contract by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Pricing

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase, except any price changes related to the, then current, RS Means Unit Price Book is valid. Price of a specific Job Order Contract proposal to a TIPS Member shall not change within 60 days of date of proposal as a result of an updated RS Means Unit Price Book unless agreed by the TIPS Member. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS

Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the 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 Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.
- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Form of Agreement and Reporting

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 to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (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 Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Survival Clause

All applicable software license agreements, warranties, service agreements or any supplemental agreement that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Bonding

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. 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 costs are passed through at cost to the TIPS Member and are not subject to the TIPS Participation 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 or Contract.

Professional Engineering and Architect's Services

Professional Engineering and Architect's Services are not permitted to be provided under this Agreement. Texas statutes prohibit the procurement of Professional Engineering and Architect's Services through a cooperative agreement.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member, Member's design professionals and Vendor. It is permitted for the TIPS Member to provide a general scope description, but the awarded vendor should provide a written scope of work, and if applicable, according to the TIPS Member's design Professional as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a PO and/or an Agreement or Contract with the Job Order Contract Proposal referenced or as an attachment along with bond and any other special provisions agreed by the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and/or an Agreement or Contract and shall take precedence over those in this base TIPS Vendor Agreement.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member 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) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. 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 or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. 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 per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "**Scheduling of Projects**".

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, 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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

CERTIFICATIONS

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

I certify that our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that pursuant to Texas Business and Commerce Code Chapter 272, as revised September 1, 2017, any construction contract or agreement as defined in the Statute with a TIPS, Education Service Center Region 8 or a Texas TIPS Member subject to the Statute shall include a Choice of Law provision providing that this agreement shall be subject to and interpreted by the Laws of the State of Texas without regard to any conflict of laws principles for any action shall be in a court of competent jurisdiction in Texas and any arbitration shall be in the State of Texas. Pursuant to the Texas Business and Commerce Code, as amended by the 85th Texas Legislature, this Construction Agreement for Job Order Contract services is, in the event of a dispute between the parties, subject to interpretation according to the Laws of the state of Texas only, without regard to any conflict of laws principles. Venue for any alternative dispute resolution procedure or process shall be in the state of Texas. If the dispute is litigated, venue and jurisdiction shall be in a court of competent jurisdiction in the state of Texas.

Pursuant to 85th Texas Legislative H.B. 3270, as it applies to Texas Education Code § 22.0834 et seq, the Vendor shall comply with all relevant sections related to student contact, background checks, fingerprinting and other related requirements.

It is the intent of TIPS to award to reliable, high performance vendors 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.

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts 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 three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor, bypassing the TIPS Agreement when the Member has requested the TIPS agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.

TIPS Vendor Agreement Signature Form

RFP 210601 Lighting Systems, Parts and Installations PART 2 ONLY

Company Name GonLED

Address 1835 Whittier Ave D-12

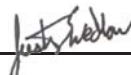
City Costa Mesa State Ca Zip 92627

Phone 855-234-4533 Fax 866-807-0734

Email of Authorized Representative justin@gonled.com

Name of Authorized Representative Justin Swedlow

Title President


Signature of Authorized Representative 

Date 7/15/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 8/25/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



210601

GonLED

Hallpass Capital, Inc

Supplier Response

Event Information

Number: 210601

Title: Lighting Systems, Parts, and Installations (2 PART with JOC)

Type: Request for Proposal

Issue Date: 6/3/2021

Deadline: 7/16/2021 03:00 PM (CT)

Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT(S) 18060201 Lighting Systems, Parts and Installations (PART 1) AND/OR 18060202 Lighting Systems, Parts and Installations (PART 2), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR LIGHTING OFFERINGS. THIS AWARDED CONTRACT WILL

**REPLACE YOUR EXPIRING TIPS CONTRACT(S)18060201
Lighting Systems, Parts and Installations (PART 1)
AND/OR 18060202 Lighting Systems, Parts and
Installations (PART 2).**

Contact Information

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

GonLED Information

Contact: Justin Swedlow
Address: 1835 Whittier Ave D-12
Costa Mesa, CA 92627
Phone: (855) 234-4533 x302
Fax: (866) 807-0734
Email: justin@gonled.com
Web Address: <https://gonled.com>

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

Justin Swedlow

Signature

Submitted at 7/15/2021 7:25:40 PM

justin@gonled.com

Email

Requested Attachments

Agreement Signature Form PART 1 ONLY

210601 Agreement Signature Form PART 1 ONLY.pdf

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

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

Vendor Agreement PART 1 ONLY

210601 Vendor Agreement PART 1 ONLY.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Vendor Agreement PART 2 ONLY

210601 Vendor Agreement JOC_PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form PART 2 ONLY

210601 Agreement Signature Form PART 2 ONLY.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 1 PART 1 ONLY

210601 Pricing Form 1 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Form 2 PART 1 ONLY

210601 Pricing Form 2 PART 1 ONLY.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items 210601 PART 2 JOC Pricing of Means Non-Prepriced Items.xlsx

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Reference Form (PARTS 1 & 2) Reference Form (PARTS 1 & 2).xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services Products and Services.pdf

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

D/M/WBE Certification OPTIONAL No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty Warranty Docs.pdf

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

Supplementary FLYER - Gonled.pdf

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

All Other Certificates HUBZONE CERTIFICATION.pdf

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

Logo and Other Company Marks GonLED-logo-01.jpg

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS No response

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

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying," No response

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

Confidentiality Form 210601 CONFIDENTIALITY CLAIM FORM.pdf

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

Bonding Capacity Letter from Surety/Insurance Company

Gonled Prequal 7-21.pdf

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

Current W-9 Tax Form

W9.pdf

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

Response Attachments

Reference Letters.pdf

Reference Letters

Bid Attributes

1 Yes - No

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

No

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/>

or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

Yes

3 Yes - No

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

Yes

4 States Served:

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

No response

5 Company and/or Product Description:

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

GonLED is a lighting solutions provider. GonLED distributes lighting products for hundreds of manufacturers. By working with GonLED you will receive the right product at the right price! GonLED has an unparalleled reputation staying abreast of the latest solid state innovations (LED) to give our clients the best and brightest lighting solutions with the most efficient use of your energy dollars.

GonLED works with federal and state governments, municipalities, school districts, defense contractors, architects, electrical contractors, property managers, facilities managers, and event designers to solve lighting issues and create the best possible illumination. We at GonLED will work closely with your organization to determine the best product(s) for your specific need.

6	Primary Contact Name Primary Contact Name Justin Swedlow
7	Primary Contact Title Primary Contact Title President
8	Primary Contact Email Primary Contact Email justin@gonled.com
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8552344533
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8668070734
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 9495000463
12	Secondary Contact Name Secondary Contact Name Angelica Meza
13	Secondary Contact Title Secondary Contact Title Contract Administration
14	Secondary Contact Email Secondary Contact Email ameza@gonled.com
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 8552344533
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Angelica Meza"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="ameza@gonled.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8552344533"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Angelica Meza"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="ameza@gonled.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8552344533"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.gonled.com"/>
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25	Entity D/B/A's and Assumed Names Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="GonLED"/>
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26	Primary Address Primary Address <input type="text" value="1835 Whittier Ave D-12"/>
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27	Primary Address City Primary Address City <input type="text" value="Costa Mesa"/>
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28	Primary Address State
	Primary Address State (2 Digit Abbreviation)
<input type="text" value="CA"/>	

29	Primary Address Zip
	Primary Address Zip
<input type="text" value="92627"/>	

30	Search Words:
	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
<input type="text" value="Light, Lighting, LED, Fluorescent, Halogen, Fixtures, Lamps, Installation, Survey, Audit, Design, Engineering, Retrofit, Retrofits, Uninterruptible Power Systems, Electrical Services, Lamps, Ballasts, LED Driver, Light Fixtures, Energy Saving Products, Site Lighting, LED Upgrades, Security Lighting, Philips, Acuity, Cooper, Leviton, Lutron, Hubbell, RAB, Metal Halide, High Pressure Sodium, Stadium Lighting, Sports Lighting, Athletic Lighting, Football Field Lighting, Baseball Lighting, Parking Lot Lighting, Exterior Building Lighting"/>	

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?
<input type="text" value="Yes"/>	

32	Yes - No
	Certification of Residency - The vendor's ultimate parent company or majority owner:
(A) has its principal place of business in Texas;	
OR	
(B) employs at least 500 persons in Texas?	
This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.	
<input type="text" value="No"/>	

3 3	Company Residence (City)
	Vendor's principal place of business is in the city of? <input type="text" value="Costa Mesa"/>

3 4	Company Residence (State)
	Vendor's principal place of business is in the state of? <input type="text" value="California"/>

3 5	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION
	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.</p> <p>What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p> <input type="text" value="5%"/>

3 6	Yes - No
	<p>If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.</p> <p>"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:</p> <ul style="list-style-type: none">A. is regularly maintained by the manufacturer or Vendor of an item; andB. is either published or otherwise available for inspection by a customer during the purchase process;C. to which the minimum discount proposed by the proposing Vendor may be applied. <input type="text" value="YES"/>

3 7	TIPS administration fee
	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

39 REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

40 REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

4 1	<p>Yes - No</p> <p>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?</p> <p>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.</p> <p><input type="text" value="Agreed"/></p>
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4 2	<p>Yes - No</p> <p>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?</p> <p><input type="text" value="Yes"/></p>
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4 3	<p>Years experience in this category of goods or services.</p> <p>Company years experience in this category of goods or services?</p> <p><input type="text" value="12"/></p>
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4 4	<p>Resellers:</p> <p>Does the vendor have resellers that it will name under this contract?</p> <p>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.</p> <p>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.</p> <p>(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).</p> <p><input type="text" value="No"/></p>
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4 5	<p>Right of Refusal</p> <p>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?</p> <p><input type="text" value="Yes"/></p>
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46 NON-COLLUSIVE BIDDING CERTIFICATE

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

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

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

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

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

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

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

48 Filing of Form CIQ

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

49 Regulatory Standing

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

50 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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Suspension or Debarment Certification

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

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

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Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

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

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

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

Yes, I certify (Yes)

5 2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

5 2 CFR PART 200 Termination

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

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

Does vendor agree?

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2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

Does vendor agree?

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2 CFR PART 200 Federal Rule

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

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

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

6 **2 CFR PART 200 Procurement of Recovered Materials**

1

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

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

6 **2 CFR PART 200 Rights to Inventions**

2

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

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

Does vendor agree?

6 **2 CFR PART 200 Domestic Preferences for Procurements**

3

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

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

Does vendor agree?

6 4 2 CFR PART 200 Ban on Foreign Telecommunications

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

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

Does vendor agree?

6 5 2 CFR PART 200 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

6 6 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

6
7 **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.

6
8 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

6
9 **Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

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

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

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

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

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

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

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

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

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

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

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If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

**7
2** **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

**7
3** **Indemnification**

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

Do you agree to these terms?

Yes, I Agree (Yes)

**7
4** **Remedies**

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

Do you agree to these terms?

Yes, I Agree

**7
5** **Remedies Explanation of No Answer**

No response

**7
6** **Choice of Law**

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

Do you agree to these terms?

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

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

**7
8** **Alternative Dispute Resolution Explanation of No Answer**

**7
9** **Infringement(s)**

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

Do you agree to these terms?

**8
0** **Infringement(s) Explanation of No Answer**

**8
1** **Acts or Omissions**

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.

Do you agree to these terms?

8 Acts or Omissions Explanation of No Answer

2

No response

8 Contract Governance

3

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

Yes, I Agree (Yes)

8 Payment Terms and Funding Out Clause

4

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

8
5 **Insurance and Fingerprint Requirements Information**

Insurance

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

Fingerprint

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

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

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

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

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

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

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

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

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

8 **Texas Government Code 2270 & 2270 Verification Form**

8 Texas Government Code 2270 & 2271 Verification Form
If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

YES

8 **Logos and other company marks**

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

Potential uses of company logo:

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

9 0	Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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9 1	Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation. <input type="text" value="No response"/>
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9 2	Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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9 3	Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement. <input type="text" value="No response"/>
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9 4	Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for the life of the contract, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points. <input type="text" value="price increases will be <6% annually per question"/>
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**9
5** **Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

**9
6** **If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

No response

**9
7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

**9
8** **Choice of Law clauses for TIPS Members**

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

Agreed

99

Venue of dispute resolution with a TIPS Member

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

100

Indemnity Limitation with TIPS Members

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

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

101

Arbitration Clauses

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

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

102

Upload of Current W-9 Required

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

Required Confidential Information Status Form

GonLED

Name of company

Justin Swedlow, President

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

1835 Whittier Ave D-12

Costa Mesa

Ca 92627

855-234-4533

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

I DO CLAIM parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

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

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

Signature _____ Date 7/15/2021

OR

OPTION 2:

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

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Signature  Date 7/15/2021



July 15, 2021

RE: Letter of Prequalification

Dear Ladies and Gentlemen:

We are pleased to write to you concerning our customer, GonLED. We have had the privilege of providing for their surety needs since 2016. Their current bonding limits are \$4,000,000 single job with a \$5,000,000 aggregate work program. Presently, the full amount of the bond line is available and we would anticipate no problem providing the customary performance and payment bonds for their normal scope of work.

The surety for this principal, Merchants Bonding Company (Mutual) is an AM Best rated "A VII" company. Merchants Bonding Company (Mutual) also appears on the U.S. Treasury list of approved companies.

Execution of any final bonds would be subject to a review of the contract terms and conditions, including any requested bond forms, and also their current financial standing at the time of the request.

This letter is written for no consideration and is not a legally binding document or commitment to provide future bonds.

Please contact us with any concerns or if we can be of further service.

Sincerely,

A handwritten signature in black ink, appearing to read "Vanessa Copeland", is written over a light blue horizontal line.

Vanessa Copeland
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

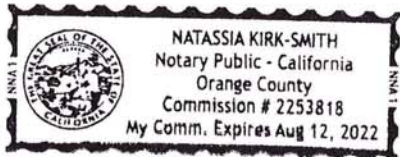
CIVIL CODE 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 7/15/2021 before me, Natassia Kirk-Smith, Notary Public,
personally appeared Vanessa Copeland
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner: Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

Signer Is Representing:

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Eric Lowey; Jennifer Grenrood; Karyl A Richter; Kevin Cathcart; Lisa Pellerito; Mark Richardson; Michael Castaneda; Natassia Smith; Teresa I Jackson; Vanessa Copeland

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of MerchantsNational Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 11th day of January, 2021.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 11th day of January, 2021, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of July, 2021.



William Warner Jr.
Secretary

Justin Swedlow

From: hubzone@sba.gov
Sent: Tuesday, May 4, 2021 8:33 AM
To: justin@gonled.com
Subject: Your HUBZone Application No: 57054 has been self Recertified

SBA - HUBZone CONTINUED CERTIFICATION LETTER (RECERTIFICATION)

JUSTIN SWEDLOW -
1835 Whittier Ave D12
Costa Mesa, CA, 92627-4574

Dear JUSTIN SWEDLOW:

I am pleased to advise you that based on the affirmations provided by the firm's highest ranking official or designee, the firm has successfully completed the recertification process and continues to be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect for one year unless: the firm acquires, is acquired by, or merges with another firm during that one-year period; the firm is performing a HUBZone contract and fails to attempt to maintain the minimum employee HUBZone residency percentage; or the firm voluntarily withdraws from the program. The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a Certified HUBZone Small Business Concern

As a certified HUBZone small business concern, the firm may receive program benefits, including eligibility for HUBZone set-aside awards, HUBZone sole source awards, the HUBZone Price Evaluation Preference in full and open competition, and HUBZone reserves. These benefits come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone area designations by visiting the HUBZone Maps on the HUBZone website at <http://www.sba.gov/hubzone>.**
- Annually recertifying the eligibility of the firm.
- Checking SBA's HUBZone Maps to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in HUBZone designations may critically affect the firm's compliance with the program requirements that its principal office be located in a HUBZone and that at least 35% of its employees reside in a HUBZone.
- Signing up to receive HUBZone News Updates by entering your email address at <https://public.govdelivery.com/accounts/USSBA/subscriber/new>. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility.
- Complying with the limitations on subcontracting requirements and nonmanufacturer rule when performing any HUBZone contracts (see 13 C.F.R. §§ 126.700, 125.6, 121.406).
- "Attempting to maintain" compliance with the 35% HUBZone residency requirement during the performance of any HUBZone contracts. "Attempt to maintain" means making substantive and documented efforts, such as written offers of employment, published advertisements seeking employees, and attendance at job fairs and applies only to concerns during the performance of any HUBZone contract. A certified HUBZone small business concern that has less than 20%

of its total employees residing in a HUBZone during the performance of a HUBZone contract has failed to attempt to maintain the HUBZone residency requirement and may be proposed for decertification.

- Notifying SBA if the firm is performing a HUBZone contract and has fewer than 20% of its employees residing in a HUBZone.
- Notifying SBA within 30 days if the firm is acquired by, acquires, or merges with another firm.
- Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at <https://fsd.gov/fsd-gov/home.do>.
- Responding to notices from SBA, including notices regarding program examinations, protests, proposed decertifications, and recertifications. The HUBZone Program sends such notices to the firm's email addresses on record in DSBS. If the firm fails to respond to these notices, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you keep the firm's SAM and DSBS profiles current and check your email's SPAM folder to make sure that you are receiving emails from SBA.

Note Regarding Redesignated Areas

In accordance with Section 1701 of the National Defense Authorization Act of 2018, areas that would have lost their HUBZone eligibility during 2018 and 2019, through expiration of their status as a redesignated area, will retain their HUBZone eligibility until December 31, 2021. For planning purposes, if the firm's principal office is located or some of its employees reside in such an area, you should consider actions to maintain program compliance after that date.

Misrepresentation

By bidding on any Federal solicitation that is set-aside or reserved for certified HUBZone small business concerns or for which a HUBZone price evaluation preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is a certified HUBZone small business concern in compliance with the HUBZone Program requirements. ANY FIRM FOUND TO HAVE WILLFULLY MISREPRESENTED ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL AND CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website, available at <http://www.sba.gov/gcclassroom>, provides valuable information on Federal contracting.
- Contract Opportunities (<https://beta.sam.gov/>) serves as a central listing for Federal procurement solicitations to the public. The Federal Procurement Data System is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes, as long as your firm meets the applicable size standard and is determined to be responsible to perform the required work. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your firm's primary NAICS code.

We wish you the best of luck as a certified HUBZone small business concern - your success will help improve the economic future of the HUBZones in which the firm operates.

If at any time you have any questions about the Program or how SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. For additional information, visit our website at <http://www.sba.gov/hubzone> or contact the HUBZone Help Desk at HUBZone@sba.gov.

Respectfully,



Lori Gillen
Director
Office of HUBZone Program
U.S. Small Business Administration

Email: HubZone@helpdesk



Justin Swedlow - President
Hallpass Capital, Inc.
1835 Whittier Ave D12,
Costa mesa, CA, 92627-4574

Dear Justin Swedlow:

Congratulations! . . . Welcome to the HUBZone Program!

I am pleased to advise you that effective this date, Hallpass Capital, Inc. has been approved for certification as a "qualified HUBZone small business concern (SBC)". The firm is now eligible for HUBZone opportunities and will be included on the list of qualified HUBZone small business concerns found at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm. This certification will remain in effect unless SBA later determines that the firm does not meet the eligibility requirements of the program or the firm submits a [voluntary decertification form](#). The information below sets forth facts concerning the company's continued eligibility and its responsibilities.

The Firm's Responsibilities as a HUBZone certified concern

As a HUBZone certified concern, the program benefits the firm may receive come with important responsibilities, including:

- **Keeping up-to-date on the HUBZone geographical designations by visiting the HUBZone website at <http://www.sba.gov/content/hubzone-maps>.**

Check SBA's HUBZone mapping pages to determine whether changes in HUBZone area designations impact, or will impact, the firm's eligibility. Note that changes in geographical designations may critically affect the firm's compliance with Program requirements that its principal office be located in a HUBZone, and/or that at least 35% of its employees reside in a HUBZone. Sign up to receive HUBZone News Updates by entering your email address at <https://public.govdelivery.com/accounts/USSBA/subscriber/new>. Once there, expand the "SBA Initiatives" subscription topic, select HUBZone News, and click "Next." This is the simplest single step you can take to keep current on key program changes that may affect the firm's eligibility
- **Remaining in compliance at all times and staying updated on Program changes.** It is the firm's responsibility to continually ensure that it meets the requirements of the Program. This includes, for example, continuously meeting the 35% HUBZone residency requirement. The firm can make good faith efforts to "attempt to maintain" (see definition at [13 C.F.R. § 126.103](#)) having 35% of its employees reside in a HUBZone during the performance of a HUBZone contract it received (as a prime, not as a subcontractor). But, the business must meet this residency requirement anytime it submits an offer on and receives a new HUBZone contract. This also includes complying with contract performance requirements in connection with any HUBZone contracts awarded to the firm as a qualified HUBZone SBC (e.g., the subcontracting limitations requirements set forth in [13 C.F.R. § 126.700](#), and/or the non-manufacturer rule set forth in [13 C.F.R. § 126.601\(e\)](#)).
- **Informing the HUBZone Program of any material changes to the concern.** If there are material changes to the concern that may affect its continued eligibility, you must notify the HUBZone Program by sending an e-mail to HZMCN@sba.gov. Material changes include a change in name, size, ownership, business structure, or principal office location, in addition to falling below the 35% employee HUBZone residency requirement when the firm is not performing on a HUBZone contract. Failure to notify the HUBZone Program of material changes may result in decertification from the program. If at any time the concern no longer qualifies for the HUBZone Program, the individual authorized to represent the firm can complete the "Voluntary Decertification Agreement" available at <http://www.sba.gov/content/maintaining-hubzone-certification>.

Note: The HUBZone Program sends notices regarding program examinations, proposed decertifications, and re-certifications to the firm's physical and email addresses of record. If the firm fails to respond to these notices because the firm relocated without updating its SAM and DSBS profiles and informing the HUBZone Program, SBA will propose the firm for decertification and may subsequently decertify it from the Program. Therefore, it is critical that you check your email's SPAM folder to make sure that you are receiving emails from SBA, notify us of any change in the physical address and keep the firm's SAM and DSBS profiles current.

- **Participating in SBA eligibility monitoring initiatives.** In order to ensure the integrity of the Program, firms will be required to recertify their status and may be subject to program examinations, proposed decertifications, or protests designed to verify eligibility, including:
 - SBA requiring the concern to certify in writing under penalty of perjury that it continues to meet all the eligibility criteria of the HUBZone Program or voluntarily decertify
 - SBA requiring the concern to submit updated documentation, similar to the information and documents you provided for the firm to obtain initial certification, in order to verify that it remains eligible for the program.
 - SBA requiring the concern to demonstrate that it was eligible for the Program both at the time of its initial offer and award of a HUBZone contract.
 - SBA making unannounced site visits to any or all of the concern's locations to verify the accuracy of any information provided to SBA.

- **Keeping the firm's System for Award Management (SAM) and Dynamic Small Business Search (DSBS) records up-to-date.** To apply for HUBZone Program certification, the firm had to be registered in SAM and DSBS. For the firm to receive benefits from the HUBZone Program (i.e., to be identified by contracting officers as eligible to receive HUBZone contracts and to be paid under any such contracts), these records must remain up-to-date. You must validate the firm's information at least annually or its SAM registration will become inactive. If you need assistance in updating the firm's SAM or DSBS information, please go to the SAM Help Desk at <https://fsd.gov/fsd-gov/home.do>.

- **Misrepresentation:** By bidding on any Federal solicitation that is set-aside or reserved only for HUBZone SBCs or for which a HUBZone preference will be applied, the firm's submission of that offer is deemed to be a representation to the United States that the company is fully in compliance with the HUBZone regulatory requirements, and that there have been no material changes since it received the HUBZone certification. ANY SBC FOUND TO MISREPRESENT ITS HUBZONE STATUS IN OBTAINING SUCH AN AWARD MAY BE SUBJECT TO A RANGE OF CIVIL OR CRIMINAL PENALTIES, TREBLE DAMAGES UNDER THE FALSE CLAIMS ACT, AND/OR SUSPENSION OR DEBARMENT FROM FEDERAL CONTRACTING.

How to get the most out of the Program

Although the firm's status as a certified HUBZone SBC greatly improves its access to Federal awards, this certification does not guarantee contract awards. Your ability to research opportunities and competitively bid on them will be the key to your success in this program. I recommend you utilize the following additional web resources designed to help you maximize the Program's benefits:

- SBA's Government Contracting Classroom website at (<http://www.sba.gov/gcclassroom>) provides valuable information on Federal contracting. Please note that while your concern was approved under the primary North American Industry Classification System (NAICS) Code found in your firm's SAM and DSBS profiles, you may be awarded contracts under other NAICS Codes. You may benefit from researching and identifying potential HUBZone contracting opportunities outside your profile's NAICS code.
- Federal Business Opportunities (<https://www.fbo.gov/>) serves as a central listing for Federal procurement solicitations to the public. The [Federal Procurement Data System](#) is a database accessible to the public at no cost and you may use it to learn about contract awards to businesses in various socioeconomic categories, including HUBZone. ♦♦
- www.USAspending.gov is a single searchable website, accessible to the public at no cost, which includes for each Federal award: the name of the entity receiving the award; the amount of the award; information on the award including transaction type, funding agency, etc.; and the location of the entity receiving the award.
- SBA's Surety Bond Guarantee program (SBG) website (www.sba.gov/osg) provides information on how to apply for an SBA surety bond guarantee and a listing of participating sureties and agents. For immediate questions, please call 202-205-6540. The SBG program guarantees bid, performance and payment bonds for individual private or public contracts up to \$6.5 million, and up to \$10 million with a federal contracting officer's certification that the bond guarantee is necessary, for small and emerging contractors having difficulties obtaining surety bonds through regular commercial channels.

Thank you for contributing to US economic development

We wish you the best of luck as a HUBZone certified concern - your success will help improve the economic future of the HUBZone(s) in which the firm operates. If at any time you have any questions about the Program or how the SBA may be able to support your business objectives, the HUBZone Office offers assistance via an interactive conference call where we can respond to general questions and concerns in real-time. Visit our website at <http://www.sba.gov/hubzone>, for additional information or contact the HUBZone Help Desk at HUBZone@sba.gov

Sincerely,

A handwritten signature in black ink, appearing to read "M. Pardo", enclosed in a circular scribble.

Mariana Pardo
Director
Office of HUBZone Program

HUBZone Certification Number: 57054

Ref: IAF-19L

Office of the HUBZone Program, U.S. Small Business Administration, 409 Third Street, SW, Washington, DC 20416



**STATEMENT OF LIMITED WARRANTY
FOR ACUITY BRANDS LIGHTING, INC.
LED COMMERCIAL INDOOR PRODUCTS
FOR SHIPMENTS WITHIN THE UNITED STATES AND CANADA**
10/01/12

Subject to the exclusions set forth below, Acuity Brands Lighting, Inc. ("Acuity") warrants its commercial indoor light emitting diode (LED) fixtures, including the LED arrays and the LED drivers and integral control devices ("Product(s)") to be free from defect in material and workmanship (the "General Warranty") for a period of five (5) years from the date of shipment from Acuity's facilities. The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate.

Ballasts, lamps, emergency batteries and poles are excluded from the General Warranty. Holophane® and Accupro® brand ballasts, Acculamp® brand lamps, emergency batteries, and poles are warranted separately; and the terms of such warranties are located at www.acuitybrands.com/CustomerResources/Terms_and_conditions.aspx. Manufacturers of ballasts, lamps, emergency batteries and poles incorporated into the Product(s) are solely responsible for any costs or expenses related to any claims, repairs, or replacements associated with any such component(s). Assistance with warranty claims for any such component(s), and/or copies of each applicable manufacturer's warranty, may be obtained from an authorized Acuity post-sales or customer service representative.

This Statement of Limited Warranty ("Warranty") applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver Label. Acuity will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Acuity; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of Acuity; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond Acuity's reasonable control. Acuity also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Acuity upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Acuity supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, Acuity emergency fixtures are not covered by this Warranty.

If the Product(s) fail to comply with the terms of this Warranty, Acuity, at its option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Acuity post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Acuity, but no Product(s) or component part(s) will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Acuity post-sales or customer service representative. Acuity is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Acuity, but Acuity shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND ACUITY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF ACUITY PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM ACUITY.

The total liability of Acuity on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, Acuity's performance or breach of this Warranty, or from Acuity's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any services, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above.



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IN NO EVENT SHALL ACUIITY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

Acuity reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product(s) purchased after such modification or discontinuance.

1. Applicable Terms and Conditions

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Prices are stated in United States dollars unless otherwise indicated, are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$100.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section, Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in all Products for which title has passed (including all after-acquired Products) that Seller sells Buyer and all proceeds of Products (including but not limited to all products in which Products are incorporated and any funds and products that Buyer receives in exchange for Products). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance.

Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, ballasts, lamps, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is twelve (12) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS. THIS WARRANTY SPECIFICALLY EXCLUDES POLE FAILURE RESULTING FROM A THIRD-PARTY ACT OR OMISSION, MISUSE, UNANTICIPATED USE, FATIGUE, FAILURE, OR SIMILAR PHENOMENA RESULTING FROM INDUCED VIBRATION, HARMONIC OSCILLATION, OR RESONANCE FROM AIR CURRENT MOVEMENT AROUND THE PRODUCT. THIS WARRANTY SPECIFICALLY EXCLUDES POLES INSTALLED WITHOUT THE LUMINAIRES OR WITH UNAPPROVED DEVICES SUCH AS BANNERS, PENNANTS, CAMERAS, OR SIGNS, FOR WHICH THE POLE WAS NOT DESIGNED. USE OF SUCH ACCESSORIES MAY RESULT IN INJURY, DEATH OR PROPERTY DAMAGE. THIS WARRANTY SPECIFICALLY EXCLUDES POLES USING PRE-EXISTING ANCHORAGES, ANCHOR BOLTS, OR BOLT ADAPTERS NOT SUPPLIED BY COOPER LIGHTING. IT ALSO EXCLUDES ISSUES RELATED TO FOUNDATION OR SOIL CONDITIONS AT THE INSTALLATION SITE.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all reasonable termination charges, including all progress billings and all incurred direct manufacturing costs. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

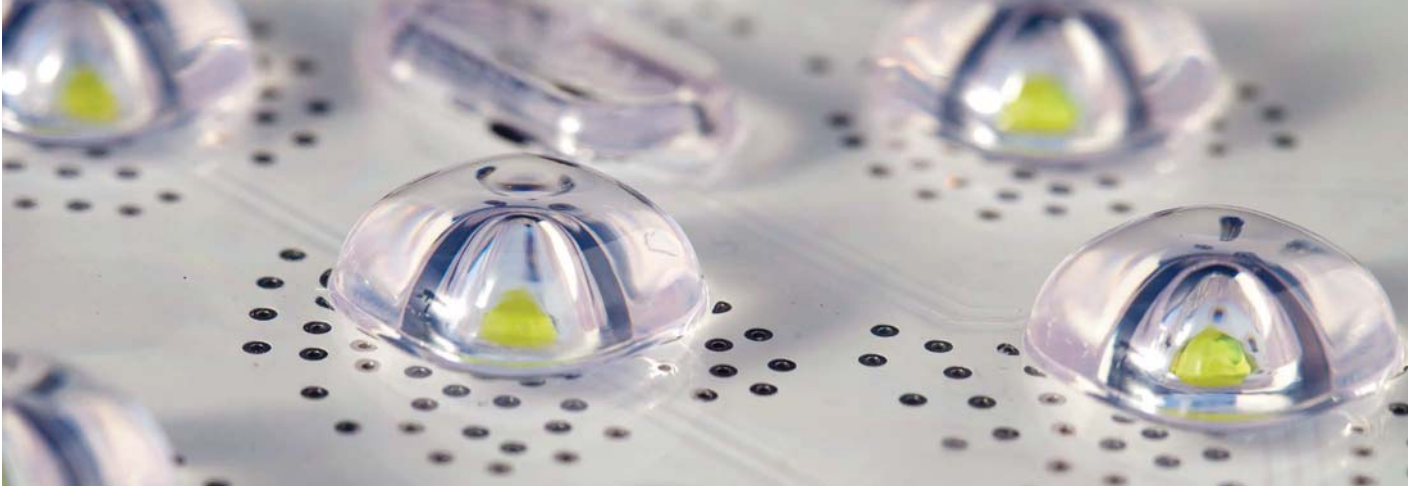
19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. CL 022311

Lighting Solutions	Standard Limited Warranty	Additional Warranty Addendum	Minimum Freight Allowance	Correspondence Addresses (Orders / Quotes / Warranty)	Remit to Address			
L1A - GREENGATE PANELS	1 Year (Software) 3 Year 5 Year (Greengate Sensors, Greengate Room Controller, iLumin, Lumawatt Pro) 10 Year (Relay Cards)	1, 2	\$1,500	Eaton Lighting Division 1121 Hwy 74 South Peachtree City, GA 30269	Cooper Lighting Ilc 28362 Network Place Chicago, IL 60673-1283 JPMorgan Chase NA New York, NY AC# 700611044 ABA# 021000021 SWIFT Code CHASUS33			
L1B - GREENGATE SENSORS		1, 2						
L1C - OEM		1, 2						
L1D - ARCH CONTROLS		1, 2						
L1E - ZERO88		1, 2						
L1F - COOPER CONTROLS		1, 2						
L1G - FIFTH LIGHT		1, 2						
L1H - ILIGHT		1, 2						
L1J - ALC		1, 2						
L1K - LUMAWATT PRO		1, 2						
LB1 - HALO RECESSED		1 Year, 3 Years (Energy Star), 5 Year (LED)				1, 4, 7	\$1,500	Eaton Lighting Division 1121 Hwy 74 South Peachtree City, GA 30269
LC1 - HALO TRACK	1 Year, 5 Year (LED)	1, 7						
LD1 - SURELITES	1 Year	1, 6						
LD2 - ALL-PRO EMER	1 Year	1, 6						
LE2 - PORTFOLIO	1 Year, 3 Years (Energy Star), 5 Year (LED)	1, 4, 7						
LF1 - EDISON	1 Year	1						
LF2 - ALL-PRO	1 Year, 3 Year (Energy Star)	1, 4						
LF3 - EMERALD	1 Year	1						
LG1 - HALO COMMERCIAL	1 Year, 3 Years (Energy Star), 5 Year (LED)	1, 4, 7						
LJ1 - FAILSAFE	1 Year, 3 Year (F6MRI / Circadian), 5 Year (LED)	1, 7, 9						
LK1 - MCGRAW-EDISON	1 Year, 5 Year (LED)	1, 5	\$1,500	Eaton Lighting Division 1121 Hwy 74 South Peachtree City, GA 30269	Cooper Lighting Ilc 28362 Network Place Chicago, IL 60673-1283 JPMorgan Chase NA New York, NY AC# 700611044 ABA# 021000021 SWIFT Code CHASUS33			
LK2 - INVUE	1 Year, 5 Year (LED)	1, 5						
LM1 - COOPER POLES	1 Year	1, 5, 11						
LN1 - STREETWORKS	1 Year, 5 Year (LED)	1, 5						
LO1 - LUMARK OUTDOOR	1 Year, 5 Year (LED)	1, 5						
LP1 - LUMARK INDOOR	1 Year	1						
LP3 - HID ACCESS	1 Year, 5 Year (LED)	1, 5						
LP4 - COOPER	1 Year	1						
LR1 - IRIS	1 Year, 5 Year (LED and Toroidal Transformers)	1, 4, 7						
LR2 - REGENT	1 Year	1						
LS1 - FLEXILUME	1 Year	1						
LT1 - METALUX COMMERCIAL	1 Year, 5 Year (LED)	1, 7	\$1,500	Eaton Lighting Division 18001 E Colfax Ave. Aurora, CO 80011	Cooper Lighting Ilc 28362 Network Place Chicago, IL 60673-1283 JPMorgan Chase NA New York, NY AC# 700611044 ABA# 021000021 SWIFT Code CHASUS33			
LT2 - METALUX RETAIL	1 Year, 5 Year (LED)	1, 7						
LT3 - METALUX ALL-PRO	2 Year, 5 Year (LED)	1, 7						
LT4 - METALUX SPECIFICATION	1 Year, 5 Year (LED)	1, 7						
LU1 - METALUX INDUSTRIAL	1 Year, 5 Year (LED)	1						
LU2 - UTILITECH	1 Year	1						
LV1 - MWS	1 Year	1						
LW1 - STREETLIGHTING	1 Year, 5 Year (LED)	1, 5						
LX1 - METALUX RESIDENTIAL	1 Year, 5 Year (LED)	1, 7						
LY2 - ATLITE EMER	1 Year	1, 6						
LZ1 - LUMIERE	1 Year	1						
LZ2 - SPECIALTY LED	1 Year, 5 Year (LED)	1, 7	\$1,500	Eaton Lighting Division 18001 E Colfax Ave. Aurora, CO 80011	Cooper Lighting Ilc 28362 Network Place Chicago, IL 60673-1283 JPMorgan Chase NA New York, NY AC# 700611044 ABA# 021000021 SWIFT Code CHASUS33			
LS2 - SHAPER	1 Year	1						
LC2 - RSA	1 Year, 5 Year (LED)	1, 7						
LN2 - NEORAY	1 Year, 5 Year (LED)	1, 7						
LN3 - CORELITE	1 Year, 5 Year (LED)	1, 7						
LN4 - AMETRIX	1 Year, 5 Year (LED)	1, 7						
LN5 - IO	1 Year, 5 Year (Linear LED, Luxrail - Fixtures Only), 10 Year (Koi - Wood Warranty)	1, 3						
LP2 - Ephesus	10 Year	10						
						\$2,500	Eaton Lighting Division 125 E Jefferson St Syracuse, NY 13202	



5-Year LED Limited Warranty



5 Year Limited Warranty for Kenall LED Lighting Products

This limited warranty is provided by Kenall (the Seller) to you (the Purchaser) as the original purchaser of the LED lighting product. This limited warranty may be transferred to subsequent purchasers of the product as long as it is in its original packaging. Qualifying Kenall LED products shall be warranted by Kenall, for a period of five (5) years from the date of manufacture, to be free of defects in workmanship, materials, LED lamps and internal power regulation components against defects that result in an excessive lumen depreciation, as defined by L70 Luminaire Lifetime (L70) or when at least 10% of the discrete LED sources fail to illuminate. L70 shall be defined as 70% of the published warranty luminous flux at time of manufacture using IESNA LM-79-08 testing methods.

Kenall reserves the right to issue a credit or to repair or replace the defective product, at its discretion, upon notification and confirmation by an authorized Kenall agent of the defect. Kenall also reserves the right to test and examine the product if the defect is questionable. This limited warranty will not apply to loss or damage caused by: any product alteration, mishandling, vandalism, civil disturbances, acts of God, electrical surge, improper electrical supply, fluctuations of electrical current or voltage, electrostatic discharge, natural or induced mechanical oscillation, corrosive environments, normal wear and tear including discoloration due to aging or failure to follow applicable electrical codes. This warranty shall be void for luminaires installed into an application for which it is not intended, or intentionally damaged, or installed in abnormal environmental conditions as prescribed by Kenall. Accumulation of particulates on the optical surfaces shall not be factored into the lumen depreciation.

Kenall assumes no responsibility for labor or freight costs incurred in connection with the installation, removal or replacement of products determined to be defective. To the maximum extent permitted by applicable law, Kenall hereby disclaims all warranties and conditions, whether expressed, implied or statutory, including, but not limited to, merchantability or fitness for a particular purpose, other than those explicitly provided by Kenall hereunder.

To the maximum extent permitted by applicable law, Kenall shall, in no event, be liable for any special, incidental, indirect or consequential damages whatsoever, including, but not limited to, loss of profits.

Kenall further reserves the right to change the terms of this warranty on future sales of luminaires without prior notification and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty.



www.kenall.com

P: 800-4-Kenall

F: 262-891-9701

10200 55th Street Kenosha, Wisconsin 53144

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Kenall_5-Yr_LED083118



These Terms and Conditions of Sale on Goods & Services (these “Terms”) apply to the sale of goods (the “Products”) and/or services (the “Services”) by Myers Emergency Power Systems, LLC. The Myers Emergency Power Systems, LLC selling entity is hereinafter referred to as “Supplier” and the buyer is hereinafter referred to as “Buyer”. These Terms are the only terms and conditions applicable to the sale or other provision of Supplier goods and services to Buyer except those that relate to prices, quantities, and delivery schedules, and any other terms included in Supplier’s quotation (the “Quotation”), which terms control in the event of any conflict with these Terms, unless otherwise agreed upon by Supplier in a signed writing. Except as expressly contemplated in these Terms, Supplier rejects any other terms and conditions appearing on, referenced in, or attached to Buyer issued documents. Buyer’s acceptance of a Quotation, submission of a purchase order, or acceptance of delivery of goods and/or services, each constitute its acceptance of these Terms.

1. PRICES AND DELIVERY

Prices quoted are exclusive of, and Buyer will pay, shipping and related fees, foreign, federal, state, local excise, sales, use, personal property and any other taxes or duties, except only taxes based on Supplier’s income. Any certificates or other evidence of applicable exemptions to such taxes or duties must be provided to Supplier prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Supplier does not collect such items from Buyer and is later requested or required to pay the same to any taxing authority, Buyer shall promptly make payment to Supplier or directly to such taxing authority if requested by Supplier.

Supplier does not represent that its prices are equal to or lower than those charged to other customers or comparable to prices offered by a third party.

The parties agree that the pricing in the Quotation properly reflects any and all discounts (including without limitation the value of any discounts, rebates, or other price concessions) and such discounts are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the Federal Anti-Kickback Statute 42 U.S.C. Section 1320a-7b (b) (3) (A). Buyer will properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Buyer for the discounted goods and/or services. Buyer will also retain invoices and other price documentation and make them available to federal and state officials upon request.

Shipments shall be made in accordance with the delivery schedule outlined in the applicable (i) Quotation or (ii) purchase order expressly accepted by Supplier (a “Purchase Order”). Unless otherwise provided in the applicable Quotation, (i) Buyer shall be responsible for arranging shipping to and from Supplier’s facilities and payment of all costs related thereto and (ii) terms shall be FOB Supplier’s dock, and Supplier shall bear no risk of loss following the pickup therefrom.

Products to be exported, if any, are subject to Supplier’s ability to obtain export licenses and other necessary papers within a reasonable time. Buyer will furnish all consular and customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions thereto. Except as otherwise expressly stated on the Quotation, Buyer shall be responsible for all costs of shipping and transport of the Products, including packing materials, and any import and/or export duties.

2. ORDERS

Buyer shall not return or exchange shipped Products without Supplier’s express prior written permission (which may be withheld in Supplier’s sole discretion). Products returned to Supplier without Supplier’s permission shall be returned to Buyer at Buyer’s sole cost and expense. Products returned with Supplier’s permission may be subject to a restocking fee.

Buyer may not cancel any order and shall be liable for a fee equal to 100% of the contract value plus any cancellation charge incurred by Supplier and any expenses or fees incidental to such cancellation, including the cost of any raw or production materials purchased in furtherance of such order.

To the extent (i) Buyer requires or requests that Supplier initiate or prepare for production of the Products or performance of the Services (whether or not pursuant to an order, a Quotation or forecasts) or (ii) Supplier informs Buyer that it is initiating or preparing for production of the Products or performance of the Services based on Buyer forecasts or other information provided by Buyer (and Buyer does not instruct Supplier to defer initiation or preparations for production within 5 days of being so informed), including by purchasing (or entering into a commitment to purchase) any raw materials, Buyer shall be responsible for all costs incurred by Supplier in connection with, or incidental to, fulfilling such requirement or requests (including the cost of purchasing the raw materials), whether or not such Products or Services are ultimately required by Buyer, regardless of the absence of a purchase order for such Products, Services or raw materials.

Buyer shall inspect the Products promptly following taking possession thereof and inform Supplier of any failure of such Products to comply in all material respects with any applicable specifications agreed to by Buyer and Supplier or the warranties applicable thereto. If any of the Products fail to comply in any material respects with any applicable specifications or warranties, Buyer may reject such Products by providing prompt written notice of such rejection to Supplier (in any event within two (2) business days following such inspection) and Supplier shall replace such non-compliant Products at its expense.

3. EXCUSABLE DELAYS

Supplier shall not be liable for any loss, damage, cost or expense resulting from delays arising out of causes beyond its control and without its fault or negligence, including acts of God, acts of the government, fires, floods, strikes, freight embargoes, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, and unusually severe weather (each a “Force Majeure Event”), nor shall such delay affect the remainder of any order. Upon such Force Majeure Event, the time for performance shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event materially impacts Supplier’s ability to meet its obligations at the agreed upon price, Supplier may reasonably increase pricing upon written notice to Buyer.

4. PAYMENT

Except as otherwise set forth in an applicable Quotation, amounts due in respect of the Products and Services will be paid within thirty (30) days from the earlier of (i) Buyer’s receipt of an invoice for such Products or Services and (ii) Buyer’s acceptance of such Products or Supplier’s performance of such Services, as applicable. In the event Buyer’s payments are not paid when due under the terms of the Quotation, Supplier may charge interest at a rate specified on the Quotation for the period commencing on the due date until the same are paid in full, or the highest interest rate permitted by applicable law, whichever is lower. Supplier may require payment in advance due to its risk assessment of Buyer’s financial condition. Payments by Buyer are not subject to setoff or recoupment for any present or future claim Buyer may have against Supplier or its affiliates.

If Buyer fails to make payments when due, Supplier may immediately repossess all Products not paid in full and may suspend provision of the Products or Services, and Buyer shall pay for any reasonable out-of-pocket expenses incurred by Supplier in collecting payments, including without limitation, third-party attorneys’ and collections fees.

Until Buyer has paid the entire purchase price, Buyer grants and conveys to Supplier and Supplier retains, a purchase money security interest in the Products. Upon written request by Supplier, Buyer will execute any document necessary for Supplier to perfect the security interest, and Buyer authorizes Supplier to file this document and any appropriate financing statement for purposes of such perfection.

5. WARRANTY

Supplier hereby provides a limited warranty to Buyer that all Products furnished by Supplier to Buyer shall be free of adulteration at the time Buyer takes possession and free of defects in workmanship. In the event of breach of the foregoing warranty, Supplier shall take reasonable action, at Supplier’s expense, to correct such breach or replace the non-conforming Products with conforming Products. **The foregoing remedy is Buyer’s sole and exclusive remedy against Supplier for breach of this warranty. Supplier hereby expressly disclaims all implied warranties, including without limitation any implied warranty as to merchantability or fitness for a particular purpose.**

For the avoidance of doubt, Supplier shall not be liable to Buyer or otherwise for any defect or deficiency which results, in whole or in part, from (i) negligent storage or handling of the Products by Buyer, its employees, agents, or contractors, or use that is inconsistent with normal storage or operational conditions or (ii) any misuse, alteration or damage occurring after title of the Products has transferred to Buyer pursuant to the terms hereof.

6. TERMINATION FOR DEFAULT

Supplier may terminate all or any part of any Purchase Order or Quotation, upon prior written notice of default to Buyer, if Buyer becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency or the relief of debtors. Upon such termination, Buyer shall be liable for 100% of the contract value plus any costs or expenses incurred by Supplier in connection with such termination.

7. INTELLECTUAL PROPERTY

Supplier and its licensors will retain all intellectual property rights to the Products and Services (other than Buyer IP (as defined below)), including without limitation, designs, drawings, patterns, plans, specifications, technology, technical data, software and information, technical processes and business methods, whether patentable or not, arising from the sale or other provision of the Products or Services to Buyer. Buyer will not enforce against Supplier, Supplier’s Buyers or their respective affiliates any intellectual property rights that include any system, process or business method utilizing or otherwise relating to Products or Services acquired from Supplier. Buyer acknowledges that the packaging and labeling of the Products will bear Buyer’s trade names and trademarks (“Buyer IP”). Buyer hereby grants Supplier a non-exclusive, worldwide and royalty-free license to use such Buyer IP in connection with such packaging and labeling. Buyer shall review all packaging materials prior to order and provide its written approval (including by e-mail) of the use of such packaging materials for the Products.

8. ASSIGNMENT

Neither party may assign these Terms or a Purchase Order without the prior written consent of the other party, provided that Supplier may assign to any of its affiliates. Any attempted assignment of these Terms or any Purchase Order in violation of the foregoing shall be null and void.

9. COMPLIANCE WITH LAWS

The parties will comply with all applicable federal, state or local laws, orders, regulations and/or ordinances applicable to the sale, purchase and distribution of the Products and the performance and use of the Services, including without limitation anti-bribery, anti-corruption, import/export, privacy and anti-kickback laws.

10. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL SUPPLIER BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR BUSINESS INTERRUPTION OR LOSS OF PROFITS) BASED UPON BREACH OF ANY WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. SUPPLIER’S MAXIMUM LIABILITY HEREUNDER WILL NOT EXCEED THE PRICE OF THE PRODUCTS OR SERVICES FURNISHED BY SUPPLIER GIVING RISE TO THE CLAIM. Supplier’s rights and remedies in these Terms are in addition to, and not in lieu of, any other rights or remedies that Supplier may have at law or in equity.

11. GOVERNING LAW AND VENUE

These Terms are governed by and shall be construed in accordance with the laws of the Commonwealth of Pennsylvania, excluding its conflicts of law rules. The parties consent to the sole and exclusive venue and jurisdiction of the federal and state courts situated in or having jurisdiction over the Commonwealth of Pennsylvania. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any action by Buyer for loss or damage arising from or related to the goods and/or services must be commenced within the earlier of one (1) year from the date of delivery or occurrence of the event, or such claim will be forever barred. If Supplier substantially prevails in any legal dispute, Buyer shall pay all reasonable costs incurred by Supplier, including but not limited to collection costs, attorneys’ fees and costs of legal action.

12. INDEPENDENT CONTRACTOR

Except as specifically and expressly provided herein, the parties shall be considered independent contractors for the purposes of these Terms and any ORDER. The relationship between Buyer and Supplier shall not be that of partners, agents or joint venturers. Nothing in these Terms or any order shall be deemed to constitute a partnership, agency agreement or joint venture between them for any purpose whatsoever.

13. ENTIRE AGREEMENT; MODIFICATIONS; WAIVER; SURVIVAL

These Terms, any Quotation and any Purchase Order constitute the entire agreement between the parties, there being no other promises, terms, conditions, or obligations, referring to the subject matter not contained or referred to herein. If any provision of these Terms, to any extent, is declared invalid or unenforceable, the remainder of these Terms will not be affected thereby and will continue to be valid and enforceable to the fullest extent permitted by law. Any modifications hereto must be in writing and signed by both parties. Supplier’s failure to strictly enforce any of these terms shall not be considered a waiver of any of its rights hereunder. The termination or expiration of these Terms will not affect the survival and continuing validity of any provision which expressly or by implication is intended to continue in force after such termination or expiration.

Worldwide Technical and Sales Assistance

If you have questions concerning the installation or operation of these products, call the Lutron Technical Support Center. Please provide exact model number when calling.

U.S.A., Canada, and the Caribbean

Phone 1.800.523.9466

Fax +1.610.282.1243

Mexico

+1.888.235.2910

Central/South America

+1.610.282.6701

If you have questions concerning sales assistance, call Customer Service

U.S.A., Canada, and the Caribbean

Phone 1.888.LUTRON1

Fax +1.610.282.3090

Other Countries call +1.610.282.3800

Visit our web site: www.lutron.com

Limited Warranty

(Valid only in U.S.A., Canada, Puerto Rico, and the Caribbean.)

Lutron will, at its option, repair or replace any unit that is defective in materials or manufacture within one year after purchase. For warranty service, return unit to place of purchase or mail to Lutron at 7200 Suter Rd., Coopersburg, PA 18036-1299, postage pre-paid.

THIS WARRANTY IS IN LIEU OF ALL OTHER EXPRESS WARRANTIES, AND THE IMPLIED WARRANTY OF MERCHANTABILITY IS LIMITED TO ONE YEAR FROM PURCHASE. THIS WARRANTY DOES NOT COVER THE COST OF INSTALLATION, REMOVAL OR REINSTALLATION, OR DAMAGE RESULTING FROM MISUSE, ABUSE, OR DAMAGE FROM IMPROPER WIRING OR INSTALLATION. THIS WARRANTY DOES NOT COVER INCIDENTAL OR CONSEQUENTIAL DAMAGES. LUTRON'S LIABILITY ON ANY CLAIM FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE MANUFACTURE, SALE, INSTALLATION, DELIVERY, OR USE OF THE UNIT SHALL NEVER EXCEED THE PURCHASE PRICE OF THE UNIT.

This warranty gives you specific legal rights, and you may have other rights which vary from state to state. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty may last, so the above limitations may not apply to you.

Job Name: <input style="width: 90%; height: 20px;" type="text"/>	Model Numbers: <input style="width: 95%; height: 20px;" type="text"/>
Job Number: <input style="width: 100px; height: 20px;" type="text"/>	<input style="width: 95%; height: 20px;" type="text"/>

Asistencia Técnica y Comercial Global

Si tiene alguna duda respecto a la instalación o a la operación de estos productos, comuníquese con el Centro de Soporte Técnico de Lutron. Cuando llame, proporcione el número de referencia exacto.

E.U.A., Canadá y el Caribe

Teléfono 1.800.523.9466

Fax +1.610.282.1243

México

+1.888.235.2910

América Central/América del Sur

+1.610.282.6701

Si tiene preguntas y necesita asistencia para su compra, comuníquese con Servicio al cliente

E.U.A., Canadá y el Caribe

Teléfono 1.888.LUTRON1

Fax +1.610.282.3090

Desde otros países llame al +1.610.282.3800

Visite nuestro sitio web: www.lutron.com

Garantía limitada

(Válida solamente en los E.U.A., Canadá, Puerto Rico y el Caribe.)

Lutron reparará o reemplazará, a su propio criterio, cualquier unidad que presente fallas en sus materiales o fabricación dentro del año posterior a su compra. Para obtener el servicio de garantía, remita la unidad al lugar donde la adquirió o envíela a Lutron, 7200 Suter Rd., Coopersburg, PA 18036-1299, con franqueo postal prepagado.

ESTA GARANTÍA REEMPLAZA A TODA OTRA GARANTÍA EXPRESA Y LA GARANTÍA IMPLÍCITA DE COMERCIABILIDAD ESTÁ LIMITADA A UN AÑO DESDE LA FECHA DE COMPRA. ESTA GARANTÍA NO CUBRE EL COSTO DE INSTALACIÓN, DE REMOCIÓN NI DE REINSTALACIÓN, NI LOS DAÑOS PROVOCADOS POR USO INCORRECTO O ABUSO NI LOS DAÑOS RESULTANTES DE UN CABLEADO O UNA INSTALACIÓN INCORRECTOS. ESTA GARANTÍA NO CUBRE DAÑOS INCIDENTALES O INDIRECTOS. LA RESPONSABILIDAD DE LUTRON ANTE UNA DEMANDA POR DAÑOS DEBIDOS A LA FABRICACIÓN, VENTA, INSTALACIÓN, ENTREGA O USO DE LA UNIDAD NO EXCEDERÁ EN NINGÚN CASO EL PRECIO DE COMPRA DE LA UNIDAD.

La presente garantía le otorga derechos legales específicos, pero podría tener otros derechos que varían según el estado. Algunos estados no admiten la exclusión ni limitación de daños incidentales o indirectos, ni limitaciones en la duración de las garantías implícitas, de modo que es posible que las limitaciones mencionadas anteriormente no correspondan en su caso.

Nombre del trabajo: <input type="text"/>	Números de modelo: <input type="text"/>	
Número del trabajo: <input type="text"/>	<input type="text"/>	<input type="text"/>

Assistance technico-commerciale mondiale

Pour toutes questions concernant l'installation ou le fonctionnement de ces produits, appelez le Centre de support technique de Lutron. Veuillez fournir le numéro de modèle exact lors de l'appel.

États-Unis, Canada, et les Caraïbes
Téléphone 1.800.523.9466
Télécopieur +1.610.282.1243

Mexique
+1.888.235.2910

Amérique Centrale et du Sud
+1.610.282.6701

Pour toutes questions concernant les ventes, appelez le service à la clientèle

États-Unis, Canada, et les Caraïbes
Téléphone 1.888.LUTRON1
Télécopieur +1.610.282.3090

Autres pays composer +1.610.282.3800

Visitez notre site web : www.lutron.com

Garantie limitée

(Valide seulement aux États-Unis, Canada, Porto Rico et aux Caraïbes.)

Lutron, à son choix, réparera ou remplacera tout équipement jugé défectueux quant aux matériaux ou à la fabrication jusqu'à un an suivant la date d'achat. Pour bénéficier du service de garantie, retourner l'appareil au détaillant ou à Lutron au 7200 Suter Rd., Coopersburg, PA 18036-1299, par courrier préaffranchi.

CETTE GARANTIE REMPLACE TOUTE AUTRE GARANTIE EXPRESSE ET LA GARANTIE IMPLICITE DE QUALITÉ MARCHANDE EST LIMITÉE À UNE DURÉE D'UN AN SUIVANT L'ACHAT. CETTE GARANTIE NE COUVRE PAS LES FRAIS D'INSTALLATION, DE RETRAIT OU DE REPOSE, NI LES DOMMAGES RÉSULTANT D'UN MAUVAIS USAGE, ABUS OU D'UN CÂBLAGE OU D'UNE INSTALLATION INADÉQUATS. CETTE GARANTIE NE COUVRE PAS LES DOMMAGES INDIRECTS OU DE CONSÉQUENCE. LA RESPONSABILITÉ DE LUTRON QUANT À TOUTE RÉCLAMATION POUR DOMMAGES DÉCOULANT DE OU LIÉS À LA FABRICATION, LA VENTE, L'INSTALLATION, LA LIVRAISON OU L'USAGE DE L'APPAREIL NE DEVRA EN AUCUN CAS EXCÉDER SON PRIX D'ACHAT.

Cette garantie vous accorde des droits légaux précis et il se peut que vous ayez aussi d'autres droits, selon les états. Certains états ne permettent pas de limiter ou d'exclure les dommages indirects ou consécutifs ni de limiter quant à la durée de la garantie implicite. Par conséquent, les limites décrites ci-hauts peuvent ne pas vous concerner.

Nom du projet :	Numéros de modèles :	
<input type="text"/>	<input type="text"/>	<input type="text"/>
Numéro du projet :	<input type="text"/>	<input type="text"/>



Limited Warranty: Indoor Professional Luminaires (United States)

Philips Lighting North America Corporation (“**Philips**”) warrants to the original purchaser (“**Purchaser**”) that the Philips branded indoor professional luminaires identified on Schedule 1 (“**Products**”) will be free from defects in material and workmanship which cause the Product to fail to operate in accordance with the performance specifications set forth in documentation published for or provided with the Product (“**Specifications**”) for the applicable period and subject to the additional terms and conditions set forth on Schedule 1 from the date of purchase (as set forth in the applicable invoice) (“**Warranty Period**”). Philips warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period. To the extent that an authorized Philips distributor is the Purchaser of the Products, such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging. Third party components incorporated into the Product that are not manufactured by Philips are excluded from this warranty, but may be covered by a third party manufacturer. Such third party manufacturer shall be solely responsible for the costs related to any claims associated with any such component. For non-LED Products, ballasts and lamps manufactured by Philips are warranted separately and the terms of such warranties are located at www.philips.com/warranties. For LED Products, the Product shall be considered defective only if 15% or more of the LED components fail for such Product. Certain luminaire components may be adversely affected by contaminants. If sulfur, chlorine, or petroleum based solutions, or other contaminants will be in the area of operation, please consult factory as damage caused by these contaminants are not covered under our warranty.

If any Product covered by this limited warranty is returned by Purchaser in accordance with Philip’s Terms and Conditions of Sale (available at www.philips.com/termsandconditionsprofessional) within the Warranty Period, and Philips determines to its satisfaction that such Product failed to satisfy this warranty, Philips will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation costs or expenses, including, without limitation, any labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to Philips. If Philips chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Philips may replace it with a comparable product. Philips reserves the right to use new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this limited warranty.

This limited warranty is subject to the following additional conditions:

- The Products have been properly handled, stored, wired, transported, installed, operated and maintained in accordance with the applicable Specifications.
- A Philips representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers’ representatives to evaluate the lighting system components.
- The Product has been purchased directly from an authorized Philips distributor/dealer for use in the United States.
- Purchase receipt for the Product is available for inspection by Philips.

This limited warranty does not apply to damage or failure to perform arising as a result of any acts of God or from any abuse, misuse, abnormal use, improper power supply, powers surges or fluctuations, corrosive environments, neglect, exposure or any use or installation in violation of the instructions or restrictions prescribed by Philips or any applicable standard or code, including those contained in the latest National Electrical Code, Standards for Safety of Underwriters Laboratory, Inc. (UL) or the American National Standards Institute (ANSI). No agent, distributor or dealer is authorized to change, modify or extend the terms of this limited warranty on behalf of Philips. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF ANY REPAIRS OR ALTERATIONS ARE MADE BY ANY PERSON NOT AUTHORIZED BY PHILIPS IN WRITING.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY PHILIPS WITH RESPECT TO THE PRODUCTS AND THE SOLE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. PURCHASER'S EXCLUSIVE REMEDY FOR ANY NONCONFORMITY OR DEFECT IN ANY PRODUCT SHALL BE ONLY AS EXPLICITLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL PHILIPS' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A DEFECTIVE PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL PHILIPS BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL EVEN IF PHILIPS WAS ADVISED OF OR WAS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

This limited warranty is effective for the purchases of the Product on or after the effective date set forth herein and is in consideration of and is expressly subject to and conditioned by the terms set forth herein. Philips reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

Updated September 2015

Philips Lighting North America Corporation
200 Franklin Square Drive, Somerset, NJ 08873.
Tel. 855-486-2216



Limited Warranty: Indoor Professional Luminaires (United States)

Schedule 1

INDOOR PROFESSIONAL LUMINAIRES

All Philips indoor professional luminaires not otherwise described below shall have a warranty period of 1 year.

Philips Brand		LED	HID/CFL/Other	Special Conditions
	ALL PRODUCTS	5 years	1 year	
	NON-HID PRODUCTS	5 years	1 year	
	HID PRODUCTS	N/A	5 year	Warranty Period for electrical components is 5 years and 1 year warranty on remaining fixture.
	ALL PRODUCTS	Refer to Specifications for Warranty Period	Refer to Specifications for Warranty Period	
	ALL PRODUCTS	5 years	3 year	
	ALL PRODUCTS	5 years	1 year	
Philips Brand				Special Conditions
	ALL PRODUCTS	5 years		Warranty Period for products purchased or used for touring and / or rental purposes is three (3) years.
	VAYA WHITE UL PRODUCTS	5 years ¹		Warranty Period for products purchased or used for touring and / or rental purposes is one (1) year.
	VAYA ALL OTHER PRODUCTS	3 years		¹ Warranty Period assumes that the Products are operated for less than 12 hours per day.

Updated September 2015

Philips Lighting North America Corporation
200 Franklin Square Drive, Somerset, NJ 08873.
Tel. 855-486-2216



[ABOUT YOU](#) [ABOUT US](#) [LED](#) [OUR SIGN](#) [HELP YOURSELF](#) [CONTACT](#)

(330) 467-2030

STANDARD SIGNS, INC. TERMS & CONDITIONS FOR THE SALE OF GOODS

I. GENERAL PROVISIONS AND CONDITIONS

A. NATURE OF CONTRACT AND NAMES OF PARTIES. This agreement between Standard Signs, Inc. ("Seller") of 9115 Freeway Drive, Macedonia, Ohio 44056 and Buyer is for the sale of goods ("Goods") identified on the face of this Agreement and/or Seller's Order Acknowledgement (collectively "Agreement"). Seller recognizes that Buyer may desire to use its own acknowledgement form to reflect this agreement; however, any provisions in Buyer's acknowledgement form which modify, conflict with or contradict any provisions of this Agreement, shall not be binding between the parties. An acceptance of any of the Goods covered by this Agreement or Seller's Order Acknowledgement shall constitute an acceptance of these terms and conditions and shall constitute the entire understanding between Seller and Buyer.

B. INTEGRATED AGREEMENT. All orders are subject to approval by Seller at its offices in Macedonia, Ohio. The parties agree and understand that no waiver or alteration of terms contained in this Agreement, including but not limited any verbal alteration or agreement between Buyer and any agent of Seller, shall bind Seller unless in writing, signed by an executive officer of the Seller. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any term used in this Agreement. Buyer acknowledges that it has not relied upon any sample, model, description or exact technical specifications in placing its order. The parties intend the terms of this Agreement to be the final, complete and exclusive expression of their agreement.

C. TERMINATION, CANCELLATION CHARGES. Seller reserves the right to begin production of orders and/or to ship Goods in stock immediately unless specifically requested otherwise. Buyer may not terminate, modify, cancel, or defer shipment of the Goods under this Agreement, except with Seller's prior written consent and subject to conditions then agreed upon. Cancellation will involve cancellation charges for all work performed, including but not limited to engineering and production work performed, up to receipt of written cancellation provided by Buyer to Seller. Buyer agrees to pay these charges as a condition of sale.

D. GOVERNING LAW, VENUE, JURISDICTION. The laws of the state of Ohio shall govern this Agreement, the construction of its terms, and the interpretation of all rights and duties of Buyer and Seller. Buyer agrees that venue shall lie in Summit County, Ohio. Buyer and Seller agree that they are amenable to suit in Ohio, and therefore, subject themselves to the jurisdiction of the state courts in Ohio by entering into this Agreement.

E. **MANDATORY ARBITRATION.** Except for a breach of the Intellectual Property Rights and Confidentiality provisions contained in this Agreement, for which Seller may seek equitable relief, including temporary and permanent injunction, against Buyer, the parties shall arbitrate any dispute, claim or controversy arising out of or relating to this Agreement in Ohio in accordance with the commercial rules of the American Arbitration Association then in effect. The party requesting arbitration of a dispute shall give written notice to the other party as soon as possible within the applicable time frames set forth in this Agreement for pursuing a dispute, claim or controversy. The parties agree that the results of the arbitration will bind the parties and that the prevailing party may enter judgment upon the award rendered in the highest court in Ohio, state or federal.

F. **STATUTE OF LIMITATIONS.** Pursuant to Ohio Revised Code Section 1302.98 the parties agree that an action for breach of this agreement, or any other cause of action arising from this agreement, must be commenced if at all within one year from when the cause of action accrued.

G. **WAIVER.** Neither the parties nor any interpreting legal authority shall construe any failure of Seller to demand rigid adherence to one or more of this Agreement's provisions, on one or more occasions, as a waiver or deprive Seller of the right to insist upon strict compliance in the future.

H. **BINDING EFFECT, ASSIGNMENT.** This Agreement shall bind and inure to the benefit of the parties and their successors and assigns; provided, however, that Buyer may not assign or transfer this Agreement, in whole or in part, except with prior written consent of Seller.

I. **LEGAL CONSTRUCTION.** In case any one or more of the provisions contained in this Agreement are held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

J. **EQUAL EMPLOYMENT OPPORTUNITY.** The parties incorporate herein by reference the Equal Opportunity clause, Section 202 of Executive Order 11246, as amended, relative to equal employment opportunities and implementing rules and regulations of the Secretary of Labor.

II. PACKAGING, SHIPMENT, RISK OF LOSS, DELIVERY

A. **PACKAGING.** Seller shall package the Goods in standard commercial package that is acceptable to commercial carrier. Seller shall furnish special customer packaging only upon Buyer's written request and Buyer shall bear the cost for any special packing requirements. Buyer agrees to hold Seller harmless for any damage to the Goods caused by Buyer's special packaging requirements.

B. **SHIPMENT, RISK OF LOSS.** Seller ships all Goods F.O.B. Seller's plant. Seller ships LUMACURVE Goods with freight allowed within the contiguous 48 US states via the lowest overland rate, on orders exceeding a net value of \$2500. If qualified, Seller will ship LUMACURVE Goods consigned to Alaska or Hawaii freight allowed to the contiguous U.S. port of exit. Buyer shall bear the expense of the shipping costs to Alaska or Hawaii. If Buyer requests premium routing, Buyer shall pay the shipping cost differential. Buyer may combine any LUMACURVE Goods manufactured by Standard Signs, Inc. consigned to a single destination within the 48 contiguous U.S. states when calculating invoice value for freight allowance. Seller ships Porcelain Enamel Goods to Buyer in a reasonably commercial manner. Seller invoices Buyer for all shipping charges incurred and Buyer is responsible for payment of all shipping charges. The risk of loss passes to Buyer upon Seller's delivery to a common carrier for shipment to Buyer. Seller may treat each shipment made as a separate transaction.

C. DELIVERY. Unless expressly specified to the contrary, Seller shall ship Goods as soon as practicable. Shipping dates represent Seller's best estimate and are approximate based upon current availability of materials, present productions schedules, and prompt receipt of all necessary information. Failure to meet these dates shall not constitute default by Seller nor shall Seller be liable for any failure to perform by reason of causes beyond its control. These causes include, but are not limited to, storms, floods, fires, accidents, wars, shortages of fuel, materials, transportation facilities, labor disputes and shortages, legislative action, judicial action and acts of God. In the event of any delay or nonperformance, Seller may at its option and without liability, upon written notice to Buyer, cancel all or any portion of this Agreement and/or extend any date upon which any performance under this Agreement is due.

III. PRICE, PAYMENT TERMS, INTEREST, COLLECTION FEES & COSTS, TITLE, SECURITY INTEREST, RETURNS

A. PRICE. The price for the Goods that are the subject matter of this Agreement are set forth on the face side of this Agreement. Prices stated are subject to change without notice in the event of: (i) alterations in specifications, quantities, designs, or delivery schedules; (ii) increases in the cost of fuel, power, material, supplies, or labor; and/or (iii) foreign or domestic legislation enacted by any level of government, including tax legislation, which increases the cost of producing, warehousing, or selling the Goods purchased by Buyer. Seller shall not provide Buyer with any discount unless a discount is set forth on the face side of this Agreement. Prices do not include federal, state or local taxes as applicable and Seller will add these taxes to the sales price when Seller is legally obligated to collect the taxes unless Buyer provides Seller with a proper tax exemption certificate. If Seller pays any taxes on the Goods, Buyer shall immediately reimburse Seller for any tax payment upon demand. All prices are subject to correction for stenographic, typographic and clerical errors.

B. PAYMENT TERMS, CREDIT. The terms of payment for Goods are net thirty (30) days from the date of invoice, unless otherwise agreed between the parties. Seller may require advanced payment of 50% of the total order amount for all Porcelain Enamel Goods at the time Buyer orders Porcelain Enamel Goods. Seller extends credit purely at its discretion. If in Seller's judgment, Buyer's financial condition does not justify the terms of payment specified, Seller may at its option (1) cancel this Agreement; or (2) refuse to perform further under this Agreement unless Buyer shall immediately pay for all Goods which Seller has delivered to Buyer.

C. INTEREST, COLLECTION FEES & COSTS, TITLE, SECURITY INTEREST. Buyer agrees to pay a delinquency charge of 1½% per month (18% per annum) on any outstanding balances owed by Buyer and not paid after sixty (60) days from invoice date until Buyer renders payment in full. If Seller must pursue legal action against Buyer to collect any amounts owed by Buyer to Seller, Buyer agrees to pay Seller's expenses, including reasonable attorneys' fees, incurred as a result of the legal action. Until Buyer pays Seller the purchase price and all other sums due in full, Seller retains title to all goods shipped by Seller to Buyer. Seller may, at its discretion, seek additional security from Buyer on any amount due to Seller for goods shipped from Seller to Buyer and thus Seller may retain a security interest in the Goods and in all proceeds of the Goods. Buyer shall execute a financing statement(s) on request and irrevocably authorize Seller to execute and file same.

D. RETURNS. This return policy applies only to LUMACURVE Goods (with the exception of LUMACURVE legend panels which are custom made and not returnable). Seller only accepts returned Goods within 90 days from shipment date. Seller will not accept Goods returned for credit without Seller's permission.

Buyer must contact Seller and obtain verbal permission to return any Goods and at that time Seller will issue a return confirmation number to Buyer. All returned Goods require a return confirmation number, and Seller reserves the right to reject any returned Goods without a return confirmation number. Seller will not issue any refunds prior to Seller's receipt of the returned Goods. Buyer must return any Goods for which it seeks a refund in good, usable condition. If Seller, at its sole discretion, determines that the Goods that Buyer seeks to return are not in good, usable condition, Seller reserves the right to reject the return of the Goods and deny Buyer a refund for the Goods. All accepted returned Goods are subject to a 25% restocking charge. Seller will not refund original freight charges. Buyer, at its sole expense, shall bear all freight charges incurred to return any Goods to Seller. All Seller's Porcelain Enamel Goods are custom made and not returnable. The original manufacturer's return policy shall apply to any non-Seller manufactured Goods sold through Seller that Buyer seeks to return. Buyer must notify Seller and obtain a return confirmation number as stated above in Seller's return policy.

IV. WARRANTY, LIMITATION OF LIABILITY, INDEMNIFICATION

A. LIMITED WARRANTY. THE FOLLOWING WARRANTY FROM SELLER IS EXPRESSED IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF SELLER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF SELLER'S GOODS.

THE FOLLOWING WARRANTY APPLIES TO LUMACURVE GOODS ONLY. SELLER WARRANTS THAT LUMACURVE GOODS ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF THREE (3) YEARS FROM DATE OF INSTALLATION. SELLER WARRANTS THAT LUMACURVE "LED" LAMPS AND LUMACURVE "LED" SYSTEM ELECTRONIC PARTS ONLY ARE FREE FROM DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF FOUR (4) YEARS FROM DATE OF INSTALLATION. If Buyer finds Goods defective, Buyer's sole and exclusive remedy and Seller's sole and exclusive obligation shall be, at Seller's option, replacement or repair of Goods. This exclusive remedy shall not fail for its essential purpose so long as Seller is willing and able to repair or replace defective Goods in the prescribed manner. Buyer's remedy is subject to an inspection and determination by Seller at Seller's Plant, that any alleged defect, malfunction or other failure of Goods is not the result of misuse, mishandling, misapplication, neglect (including but not limited to improper maintenance), accident, improper installation, modification (including but not limited to use of unauthorized parts or attachments), or adjustment or repair performed by anyone other than Seller or one of Seller's authorized agents.

IF SELLER MANUFACTURES THE GOODS ACCORDING TO BUYER'S SPECIFICATIONS, SELLER DOES NOT WARRANT THE ADEQUACY OF BUYER'S SPECIFICATIONS OR THAT THE GOODS WILL PERFORM IN ACCORDANCE WITH BUYER'S SPECIFICATIONS. SELLER DOES NOT WARRANT ANY GOODS SOLD BY SELLER BUT NOT MANUFACTURED BY SELLER. THIS WARRANTY DOES NOT COVER LABOR OR OTHER COSTS OR EXPENSES TO REMOVE OR INSTALL ANY DEFECTIVE, REPAIRED OR REPLACED GOODS.

The parties expressly acknowledge that any technical advice that Seller furnishes to Buyer with respect to the use of the Goods, Seller provides without charge, and Seller assumes no obligation or liability for the advice given or the results obtained, and Buyer accepts any advice that Seller provides at Buyer's risk. This warranty is void in the event that anyone other than Seller makes repairs to the Goods without prior written authorization from Seller.

IF BUYER SEEKS REJECTION OF GOODS DELIVERED FOR NONCONFORMITY WITH THIS AGREEMENT, SELLER'S ORDER ACKNOWLEDGEMENT, OR PACKING LIST DISCREPANCIES, BUYER MUST SEND WRITTEN NOTIFICATION TO SELLER OF THE REJECTION OF THE GOODS WITHIN FORTY-EIGHT (48) HOURS AFTER DELIVERY OF THE GOODS TO BUYER. This notification shall state the basis of the alleged nonconformity and a description of the portion of the shipment rejected. Buyer's failure to send written notification to the Seller within forty-eight (48) hours after delivery shall result in Seller deeming that no nonconformities or packing list discrepancies existed at the time of delivery to Buyer.

SELLER OFFERS NO WARRANTY ON AND NO WARRANTY APPLIES TO PORCELAIN ENAMEL GOODS.

B. LIMITATION OF LIABILITY. Pursuant to Ohio Revised Code Sections 1302.29 and 1302.93 Seller's liability for Buyer's damages is limited in the event of a breach or repudiation of this contract or of any of the provisions by Seller. SELLER'S LIABILITY (WHETHER UNDER THE THEORIES OF BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) FOR ITS GOODS IS LIMITED TO REPAIRING OR REPLACING GOODS FOUND BY SELLER AS DEFECTIVE, OR AT SELLER'S OPTION, TO REFUNDING THE PURCHASE PRICE OF THE GOODS OR PARTS. AT SELLER'S REQUEST, BUYER WILL SEND AT BUYER'S SOLE EXPENSE, ANY ALLEGEDLY DEFECTIVE GOODS TO THE PLANT OF SELLER. BUYER SHALL NOT BE ENTITLED TO RECOVER INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING THOSE ARISING OUT OF OR UPON THE RIGHTS RAISED OUT OF A CLAIMED BREACH OF WARRANTY, BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY FOR A PARTICULAR PURPOSE OR USE, OR ANY LOSSES, COSTS, EXPENSES, LIABILITIES AND DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OR PROFITS, DAMAGES TO PROPERTY, ALL LIABILITIES OF BUYER TO ITS CUSTOMERS OR THIRD PERSONS, AND ALL OTHER SPECIAL OR CONSEQUENTIAL DAMAGES) WHETHER DIRECT OR INDIRECT, AND WHETHER RESULTING FROM, OR CONTRIBUTED TO BY THE DEFAULT OR NEGLIGENCE OF SELLER, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS, WHICH MIGHT BE CLAIMED AS THE RESULT OF THE USE, MISUSE OR FAILURE OF THE GOODS DELIVERED. Additionally, Buyer shall not be entitled to recover any costs for materials expended or used, initiated at the request of Buyer.

C. INDEMNIFICATION. Buyer agrees to indemnify and hold harmless Seller from and against all claims for bodily injury, illness, death or property damage, liabilities, damages, losses and expenses, including attorneys' fees, arising: (1) from the use or misuse of the Goods by Buyer, Buyer's customers or any other party; (2) the infringement of any United States patent, copyright, trade secret, trademark or similar intellectual property rights, arising from the manufacture or purchase of the Goods; or (3) out of the performance of this Agreement.

V. INTELLECTUAL PROPERTY RIGHTS, CONFIDENTIALITY

A. INTELLECTUAL PROPERTY RIGHTS. Seller shall retain all intellectual property rights to the Goods that are the subject matter of this Agreement. Seller's intellectual property rights include, but are not limited to patent, trademark, trade name and copyright rights. Specifically, Seller retains the right to file for patent protection under 35 U.S.C. §1 et seq. for the Goods which are the subject matter of this Agreement.

B. CONFIDENTIALITY. Buyer shall consider confidential the Goods and all specifications, drawings, prototype articles and information furnished by Seller or prepared by Seller for Buyer in connection with this Agreement. Buyer shall not disclose this information to any other person or use this information

itself for any purpose other than performing under this Agreement without Seller's prior written permission. Buyer shall not disclose any information relating to this Agreement without Seller's prior written permission.

Standard Signs, Inc.

9115 Freeway Drive Macedonia, OH 44056

P: 800.258.1997 / 330.467.2030 F: 330.467.2076

www.lumacurve.com

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Filamento Limited Warranty

May 17th, 2017

1. Limited Warranty ("Warranty"). Subject to the exclusions set forth below, Filamento Lighting ("Filamento") warrants its commercial light emitting diode (LED) fixtures, including the LED arrays, the LED drivers, and integral control devices ("Product(s)") to be free from defect in material and workmanship for its rated warranty life ("Warranty Period") as specified in the Product brochure, beginning from the date of shipment of such Products to the original purchaser or original end user, as specified in Filamento's shipment documents for each Product(s). The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual LED's in the Product(s) fail to illuminate. Filamento warrants to the original end user the fixture finish for the Warranty Period from the date of shipment. At its sole option, Filamento will repair or replace the defective finish if it exhibits cracking, peeling, excessive fading or corrosion defects during the Warranty period. During the Warranty Period some staining, chalking or fading may occur. This is normal aging of the finish and is not a manufacturing defect, therefore it is not covered by this warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging.

2. Exclusions. This Warranty applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the Product specification. Filamento will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, any end user of the Product(s) and/or any third party not engaged by Filamento, improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, use of Product(s) with products, processes or materials supplied by any end user or third parties, or any other occurrences beyond Filamento's reasonable control. In addition, Filamento will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to Filamento upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition, the Product(s) are not warranted against cost resulting from installation of a third party components, failures of third party supplied components, or failures of Filamento supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. This Warranty is not applicable to any product(s) which are not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL), or the standards for the American National Standards Institute (ANSI), and with the Filamento instructions and guidelines for the Product.

3. Remedy. If the Product(s) fail to comply with the terms of this Warranty, Filamento, at its sole option, will repair or replace the Product(s) with the same or a functionally equivalent Product(s) or component part(s). Specifically, Filamento will, repair the Product, replace with a similar or like Product, or issue a credit to the Purchaser which may be used for a future Filamento product purchase. (The amount of such credit shall be calculated by Filamento at its sole discretion, and may include factors such as Product's remaining Warranty Period). This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair, issuing of future purchase credit or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period. Warranty claims regarding the Product(s) must be submitted in writing within (30) days of discovery of the defect or failure to an authorized Filamento post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by Filamento, but no Product(s) or component parts will be accepted for inspection, verification or return unless accompanied by a "return authorization number" which can be obtained only from an authorized Filamento post-sales or customer service representative. Filamento is not responsible for any costs and expenses incurred in the connection with shipment of Product(s) to Filamento, but Filamento shall bear all cost and expense incurred in connection with shipment of replacement Product(s) or components to the Purchaser.

4. Limitation of Liability. The total liability of Filamento on any and all claims of any kind whether in contract, warranty, tort (including negligence), strict liability or otherwise arising out of or in connection with, or resulting from Filamento's performance or breach of this Warranty, or from Filamento's sale, delivery, resale, repair, or replacement of any Product(s) or the furnishing of any service, shall in no event exceed the purchase price allocable to the Product(s) that give rise to the claim, and any and all such liability shall terminate upon the expiration of the warranty period specified above. IN NO EVENT SHALL FILAMENTO BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR OR EQUIPMENT REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS, SERVICES OR DOWNTIME COSTS, DAMAGE TO OR LOSS OF PROPERTY OR EQUIPMENT OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING WARRANTY OR OBLIGATIONS UNDER SUCH WARRANTY.

5. No Other Warranties. THE FOREGOING WARRANTY TERMS ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, AND FILAMENTO EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED RELATING DIRECTLY OR INDIRECTLY TO THE PRODUCT(S), WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO AGENT, DISTRIBUTOR OR OTHER SUPPLIER OF FILAMENTO PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS WARRANTY WITHOUT EXPRESS WRITTEN AUTHORIZATION FROM FILAMENTO.

6. Right To Modify Or Discontinue Warranty. Filamento reserves the right to modify or discontinue this Warranty without notice provided that any such modification or discontinuance will only be effective with respect any Product(s)

PLEASE NOTE – GONLED DOES NOT
WARRANTY THE PRODUCT. STANDARD
MANUFACTURER WARRANTY APPLIES.

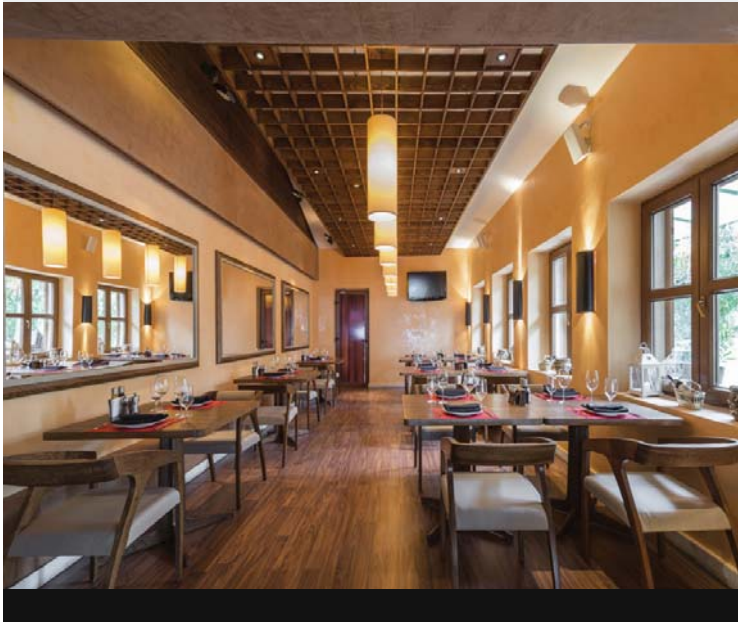
PLEASE NOTE – STANDARD
MANUFACTURER TERMS AND CONDITIONS
APPLY.

PLEASE NOTE - ADDITIONAL WARRANTY
DOCUMENTATION WILL BE PROVIDED
UPON REQUEST.



GONLED OFFERS

TURN-KEY LED LIGHTING SOLUTIONS THAT PROVIDE OUR CUSTOMERS WITH ENERGY SAVINGS THROUGH INCREASED EFFICIENCIES AND DECREASED POWER AND ENERGY COSTS. GONLED WORKS WITH FEDERAL AND STATE GOVERNMENTS, MUNICIPALITIES, SCHOOL DISTRICTS, DEFENSE CONTRACTORS, ARCHITECTS, ELECTRICAL CONTRACTORS, PROPERTY MANAGERS, FACILITIES MANAGERS, AND EVENT DESIGNERS TO SOLVE LIGHTING ISSUES AND CREATE THE BEST POSSIBLE ILLUMINATION. UNLIKE MOST COMPANIES, WE ARE EQUIPMENT MANUFACTURER NEUTRAL! THIS MEANS WE HELP OUR CLIENTS SELECT THE BEST EQUIPMENT FOR THEIR SPECIFIC APPLICATION.



OUR SERVICES:



LIGHTING SURVEYS
AND ENERGY AUDITS



EQUIPMENT
LEASING OPTIONS



DESIGN SERVICES



TAX DEDUCTION &
REBATE INCENTIVE
PROGRAMS



AVAILABLE CONTRACT VEHICLES:



FOUNDATION for CALIFORNIA
COMMUNITY COLLEGES

Founded in 2007, GonLED has an unparalleled reputation staying abreast of the latest solid state innovations to give our clients the best and brightest lighting solutions with the most efficient use of your energy dollar. We at GonLED will work closely with your agency to determine the best product for your specific need. GonLED provides lighting solutions that include all or part of the following:

- Lighting Surveys and Energy Audits
- Multiple Manufacturer Bids
- Photometric Layouts / Design
- Equipment Installation
- Project Funding & Financing Options
- Startup & Commissioning / Training & Support
- Rebate Application Processing

GonLED's consultative dynamics go far beyond just providing the product. There are no cookie-cutter solutions for all lighting issues. We listen, then act – to work with your vision in providing a realistic economical solution. Add to the equation tax incentives & energy producer rebates and the savings become turn-key.

GonLED represents and consults with leaders in the research and manufacture of solid state (LED) lighting fixtures and components for commercial lighting applications, effectively taking the guess work out of choosing quality lighting solutions. Our products are designed for garages, parking lots, stadiums, high-bay, low-bay, fluorescent retrofits for offices, task lighting, as well as cove and accent lighting.

GonLED works with federal and state governments, municipalities, school districts, defense contractors, architects, electrical contractors, property managers, facilities managers, and event designers to solve lighting issues and create the best possible illumination. Our LED lighting is one of the best tools for green positioning. The energy savings exceed any other lighting product with no maintenance up to 70,000 hours. Variable warranties make the return a pleasant surprise to your bottom line.

GonLED offers turnkey LED solutions that provide our customers with energy savings through increased efficiencies and decreased power and energy costs. Unlike most companies, we are equipment manufacturer neutral! This means we help our clients select the best equipment for their specific application. This approach provides our customers with superior performance, decreased operating expenses and increased return on investment.

GonLED is located at:
1835 Whittier Ave D12
Costa Mesa, Ca 92627
Tel: 855-234-4533
Fax: 866-807-0734
www.gonled.com

GonLED point of contact:
Justin Swedlow, President
855-234-4533 Office
866-807-0734 Fax
949-500-0463 Cell
justin@gonled.com

Growth – GonLED has grown every year since 2010. We have made Inc 5000 magazines list of fasted-growing private companies in America. GonLED’s last 6 years of rankings are as follows:

- 2020 #4028
- 2019 #1224
- 2018 #2364
- 2017 #294
- 2016 #1566
- 2015 #848

GonLED Codes and Certifications

- HUBZone Certified Small Business
- DUNS No. 806757782
- CCR CAGE No. 65AQ5
- TIN No. 26-0396021
- NAICS Codes: 423610, 444190, 335122, 238210, 541611
- PSC: K062, L062, N062 FSC: 6210, 6240,6250
- CA Contractors License. (C10) No. 992263
- SCE, SDG&E AND PG&E approved Midstream distributor

GonLED Product Offering Includes:

Above All Lighting Inc	Erco	Lux Dynamics
Acuity Brands Lighting	ESL Vision	Lux Illuminaire
AEL Company	Espen Technology	Maxlite, Inc
AFX Inc	Euri Lighting	Mule Lighting, Inc
Airey-Thompson Co. Inc	Evergreen Lighting	Neptun Light, Inc
Aleddra Inc	Everlux Inc	NICOR Inc
Aleo Lighting, Inc	Evluma	NLS Lighting
All Green Lighting, Inc	Extant Lighting	Nora Lighting
Alphalite, Inc	EYE Lighting	Nulite
ALW	Feit Electric Co. Inc	Olympia Lighting, Inc
American Electric	Filamento	Orion Energy Systems, Inc
American Green Lighting Inc	Finelite, Inc	Osram Encelium
American Nail Plate	Fluxwerx	PACLIGHTS, LLC
Amerillum Brands	Focal Point	PEMCO
Amerlux	FSC Lighting	Phoenix Products
Archipelago Lighting, Inc	Fulham Co, Inc	Pinnacle Architectural Lighting
ATG Electronics Corp	GE Current	Pinnacle Solutions, LLC
Atlantic Lighting	GeoSport Lighting Systems, LLC	PlusRite USA
Atlas Lighting Products	GigaTera Lighting Inc	Polaris LED

Aurora Lighting Inc	Globalux Lighting	Portor Industry Inc
AV Poles	Green Creative	Prudential Lighting
Axis LED Group	H.E. Williams	QSSI
AZZ Lighting Systems	Halco Lighting Technologies	RAB Lighting
Barron Lighting Group	Howard Lighting	Rayon Lighting Group, Inc
BEGA-US	Hubbell Lighting	Samjin Lnd Co, Ltd
Beghelli North American	Hydrel	Sansi Tenchnology Inc
Beyond LED Technology Inc	Industrial Lighting Products	SATCO Products Inc
Bock Lighting	Insight Lighting	Selux Corporation
Brownlee Lighting	Intelligent Lighting Controls	Signify
Bruck/LEDRA Brands	Intense Lighting	Simkar Technologies
BTS LED, Inc	Inter-Lux	SLP Lighting
Bulbrite Industries, Inc	JESCO Lighting Group	Spectrum Lighting
Bullard Bollards	Juno	SPI Lighting
Cole Lighting	Kenall Lighting	Spring Lighting Group, USA
ColorKinetics	Keystone Technoloies	StarTek Lighting America
ConTech Lighting	LaMar Lighting	Sunpark
Cooper Lighting Solutions	LDPI	Targetti
Coronet	LED Living Technology	Tech Lighting
Cree Lighting	LED Trail	Technical Consumer Products
Crystal Lighting Corporation	LEDynamics	Teslyte
CSL	LEDRA Brands	The Lighting Quotient
Day-O-Lite	LedTronics, Inc	TOGGLED
DECO Lighting	Legion Lighting Company, Inc	Topaz Lighting Corp
Delviro	LeoTek Electronics USA, LLC	Truly Green Solutions
Dialight	Leviton Manufacturing Company	UFO Lighting Inc
Digital Lumens	Light Efficient Design	Universal Lightng Technologies
DRK Enterprises	Lightway	Ushio American, Inc
E2 Lighting International, Inc	Ligman Lighting	Utopia Lighting
EarthTronics Inc	Linmore LED Labs	Venture Lighting International
EearthTronics Inc	LiteTronics International	Vision 3
EiKO Global, LLC	Lithonia Lighting	Vision Engineering
Elite Lighting Co	Los Angeles Lighting Mfg. Co	Visionare Lighting
E-Lite Semiconductor Inc	LSI Industries	Visioneering Corp
Encore LED LLC	Lumecon LLC	WAC Lighting
Energetic Lighting, Inc	Luminaire	Watt-Man LED Lighting
Energy Focus, Inc	Luminaire LED	Westgate MFG
Enlighted	Luminii	Xealum Lighting
Ephesus Lighting, Inc	Lutron Electronics Co Inc	XtraLight Manufacturing, Ltd

Note - the number of items available are too numerous. Product catalogs and pricing can be provided upon request.