

TIPS VENDOR AGREEMENT

Between ABC Bus, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 200208 Bus and other Transportation Vehicle Parts and Services

General Information

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

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

Terms and Conditions

Freight

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

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal ("RFP") category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

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

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall

notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees 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. 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 due to TIPS from the Vendor.

Reporting of Sales to TIPS by Vendor

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

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

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

TIPS Member Purchasing Procedures

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

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

signatory of TIPS.

Licenses

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

Novation

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

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

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

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded Vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

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

Legal obligations

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

Audit rights

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

compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686
And by an email sent to bids@tips-usa.com

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200208 Bus and other Transportation Vehicle Parts and Services

Company Name ABC Bus, Inc.
Address 1702 S. Great Southwest Parkway
City Grand Prairie State TX Zip 75051
Phone 800-222-2877 Fax 972-206-2262
Email of Authorized Representative Bids@ABC-Companies.com
Name of Authorized Representative Jon Savitz
Title Senior Vice President Service Operations
Signature of Authorized Representative 
Date 3/27/2020
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 5/6/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



200208 Addendum 1

ABC Texas Bus Sales, Inc.

Supplier Response

Event Information

Number: 200208 Addendum 1
Title: Bus and other Transportation Vehicle Parts and Service
Type: Request for Proposal
Issue Date: 2/6/2020
Deadline: 3/30/2020 03:00 PM (CT)
Notes: This solicitation is for bus and other vehicle ***parts and services only***.
If you wish to propose the sale of new buses and other new vehicles,
please respond to Solicitation 200206 New Buses and
other Transportation Vehicles. If you wish to propose the sale of used
buses and other used vehicles, please respond to Solicitation
200207 New Buses and other Transportation Vehicles.

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

ABC Texas Bus Sales, Inc. Information

Contact: Ellen Muratovic
Address: 1702 S. Great Southwest Pkwy
Grand Prairie, TX 75051
Phone: (800) 287-3010
Fax: (407) 905-7020
Toll Free: (800) 287-3010
Email: bids@abc-companies.com

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

Jon Savitz

Signature

Submitted at 3/30/2020 1:48:17 PM

Bids@ABC-Companies.com

Email

Supplier Note

Dear Sirs, ABC Bus, Inc. ("ABC") greatly appreciates the opportunity to participate in your bid for Bus and other Transportation Vehicle Parts and Services. ABC Bus, Inc. operates under the umbrella of ABC Companies which is a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs. We are a financially sound, family owned, company with over 40 years of experience in sales, repair, refurbishment, replacement parts and support of motor coaches. ABC understands the requirements of this RFP and we have the expertise, resources and commitment that are required to achieve the desired results. Thank you for considering our proposal. Sincerely, ABC Bus, Inc. Jon Savitz Senior Vice President Service Operations

Requested Attachments

Vendor Agreement

200208_Vendor_Agreement_ABC Bus.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.

Agreement Signature Form

TIPS Vendor Agreement Signature Form.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.

Pricing Spreadsheet #1

611770288_ABC Pricing 1.xls

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 Spreadsheet #2

611770282_ABC Pricing 2.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.

References

611770288_ABC References.xls

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

ABC Proposal 2020 03 30.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.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

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

ABC Warranty Manual 2018 09.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

ABCLogo no van hool.png

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

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 by Corporate Offerer.pdf

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

Disclosure of Lobbying Activities Standard Form LLL No response

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

Confidentiality Form Required Confidential Information Status 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.

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. <input type="text" value="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. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="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.) <div><input type="text" value="ABC Bus, Inc. operates under the umbrella of ABC Companies which is a leading provider to the transportation industry with diverse product and service offerings that cover a full spectrum of operational needs. We are a financially sound, family owned, company with over 40 years of experience in sales, repair, refurbishment, replacement parts and support of motor coaches."/></div>
6	Primary Contact Name Primary Contact Name <input type="text" value="Ellen Muratovic"/>

7	Primary Contact Title Primary Contact Title <input type="text" value="Business Development Coordinator"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="Bids@ABC-Companies.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4072873010"/>
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4079057020"/>
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	Secondary Contact Name Secondary Contact Name <input type="text" value="Jon Savitz"/>
13	Secondary Contact Title Secondary Contact Title <input type="text" value="SVP Service Operations"/>
14	Secondary Contact Email Secondary Contact Email <input type="text" value="Bids@ABC-Companies.com"/>
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="800-222-2871"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4079057010"/>

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Ellen Muratovic"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Bids@ABC-Companies.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4072873010"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Ellen Muratovic"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="Bids@ABC-Companies.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="4072873010"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.ABC-Companies.com"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="59-1973634"/>
26	Primary Address Primary Address <input type="text" value="17469 W Colonial Dr"/>
27	Primary Address City Primary Address City <input type="text" value="Winter Garden"/>

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

FL

29

Primary Address Zip

Primary Address Zip

34787

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.)

Transportation, Bus, Motorcoach, motor coach, Van Hool, MCI, Prevost, Setra, New Flyer, parts, service, graphics, paint, collision repair, preventative maintenance, service repairs

31

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (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 TIPS Members regardless of the fund source, whether it be local, state or federal?

Yes

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.

No

33

Company Residence (City)

Vendor's principal place of business is in the city of?

Faribault

3
4**Company Residence (State)**

Vendor's principal place of business is in the state of?

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

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

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

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list 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%.

3
6**TIPS Administration Fee**

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

3
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
8**Yes - No**

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

3
9**Years experience in category of goods or services**

Company years experience in this category of goods or services? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4
0

Resellers:

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

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

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

No

4
1

Pricing discount percentage are guaranteed for?

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

YES

4
2

Right of Refusal

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

Yes

4
3

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.

4
4**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.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

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

4
5**Filing of Form CIQ**

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

4
6**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.

4
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

4
8**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.

50

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.

51

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

5 2 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 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, 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 4 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?

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

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award 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?

5
6**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?

5
7**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 \$100,000)

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 \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 8 2 CFR PART 200 Procurement of Recovered Materials

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

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

Yes

5 9 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.

I HAVE NOT Lobbied per above

6 0 If you answered "I HAVE lobbied" to the above Attribute Question

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6
1

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.

YES

6
2

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

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

YES

6
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."

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

6
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

6
5

Remedies Explanation of No Answer

No response

6
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?

6
7**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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

6
8**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?

6
9**Infringement(s) Explanation of No Answer**7
0**Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, 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.

7
1

Payment Terms and Funding Out Clause

Payment Terms:

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

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any 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

7
2

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. 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.

☐ None

7
4

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, 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.

7
5

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract engaged by:

ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg, TX, 75686

I verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

Our company is not listed on and we do not do business with companies that are on the 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

7
6**Logos and other company marks**

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

7
7**Solicitation Deviation/Compliance**

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

7
8**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.

7
9**Agreement Deviation/Compliance**

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

8
0**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.

8
1**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

8
2**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

8
3**Long Term Cost Evaluation Criterion # 4.**

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 years two and three and potentially year four, 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.

increases will be 5% or less annually per question

8
4**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as 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 Rick Powell at TIPS at

rick.powell@tips-usa.com

85 Choice of Law clauses with TIPS Members

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law 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.

86 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.

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

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

88 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.

89 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?

90 Required Vendor Sales Reporting

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

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Pecos/Toyah/Barstow ISD	Dr. Jose Cervantes	jcervantes@pbtisd.esc18.net	210.668.6244
	Superintendent		
Midland Christian School	Jared Lee	jlee@midlandchristianschool.org	512.963.4590
	Superintendent		
Lone Star	Mark Steelman	mark@lonestarcoaches.com	972.623.1100
	President/Owner		

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

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

OFFERER: ABC Bus, Inc.
(Name of Corporation)

Thomas D. DeMatteo certify that I am the Secretary of the Corporation
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Jon Savitz
(Name of person who completed proposal document)

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

Senior Vice President Service Operations
(Title/Position of person signing proposal/offer document within the corporation)

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

CORPORATE SEAL if available


SIGNATURE

3/27/2020
DATE

Required Confidential Information Status Form

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

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

ABC Bus, Inc.

Name of company

Jon Savitz, Senior Vice President Service Operations

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

1702 S. Great Southwest Pkwy Grand Prairie TX 75051 800-222-2877

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

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

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

Signature _____ Date 3/27/2020

OR -----

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

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

Signature  Date 3/27/2020



CX / TX / TDX



ONE POINT ACCESS TO CRITICAL OPERATIONS SUPPORT

ABC Customer Care
877.427.7278

www.abc-companies.com



Exclusive U.S. **VAN HOOOL** Distributor

Table of Contents

Introduction.....	3
Limited Warranty.....	3
Extended Coverage.....	4
Limited Warranty Coverage	4
Warranty Statement.....	4
Limited Warranty Shall Not Apply To	5
Owner/Lessee’s Responsibilities.....	6
Ordering Parts for Warranty	7
Shipping Charges For Warranty Parts	7
Warranty Parts Handling	8
Claiming Process	8
Tips for Ordering Warranty Parts Quickly.....	8
Service Bulletins	9
Dealer Installed Options	10
Attachment A – Sample Limited Warranty Coverage and Schedule	12
Attachment B - Service Bulletin No. 1185	15
Attachment C – Warranty Parts Ordering Form	17

Introduction

The following manual was created to inform you of our warranty procedures and guidelines to assist you if any warrantable matters should arise. We feel certain that a thorough review of the following information will assist you in having a clear understanding of the Limited Warranty and Extended Coverage offered by ABC and the respective manufacturers. Please refer to the actual Limited Warranties from each manufacturer for complete details.

If you have any questions regarding the Limited Warranty or the claiming procedures, please feel free to contact us at:

**ABC Customer Care Department
17469 West Colonial Dr., Winter Garden, FL 34787
Telephone 1-877-427-7278 (Toll Free) Fax: 407-287-3143**

LIMITED WARRANTY

ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Owner/Lessee each new Van Hool coach supplied by ABC, to be in good condition and free from defects in design, material, and workmanship under normal use and service in accordance with the "Limited Warranty & Extended Components Coverage Schedule", subject to the conditions and limitations therein, a sample of which is provided on pages 12-14 and as provided to you at the time of purchase or lease.

LIMITED ENGINE AND TRANSMISSION COVERAGE SCHEDULE

Engine and Transmission Warranty is provided by the Engine and Transmission
Manufacturer Not Van Hool or ABC.

Engine and transmission warranty service should be obtained either directly from the appropriate engine or transmission authorized dealer or distributor, which may be an ABC location. Refer to each individual manufacturer for the proper procedures. Items that are installed by the engine manufacturer are not covered by the Van Hool Warranty Policies, this may include but not limited to starters, turbochargers, compressors, and injectors. Van Hool warranty is a separate warranty from the engine and transmission manufacturer warranty. Time period and component coverages may differ, and the Van Hool warranty is not intended to compensate for any coverage not included in the engine and transmission manufacturer warranty.

EXTENDED COVERAGE

If not obtained at time of purchase, engine and transmission extended coverage may be purchased through the manufacturer's dealer or distributor within the following time frame:

- Cummins EngineWithin the first 90 days
- Detroit Diesel Engine.....Within the first 90 days
- Allison Transmission.....Within the first 90 days
- ZF Transmission.....Within the first 90 days

LIMITED WARRANTY COVERAGE

ABC's sole obligation and Owner/Lessee's EXCLUSIVE REMEDY is limited to reimbursing Owner/Lessee for the part(s) found to be defective in items manufactured by Van Hool. ABC may at its option, furnish replacement part(s) for any such defective part(s) free of charge to Owner/Lessee and/or to reimburse Owner/Lessee for reasonable direct labor cost involved in removing and repairing or replacing any such part(s) which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in the Coverage Schedule. Van Hool, through its distributor ABC, will reimburse the Owner/Lessee for costs incurred in the removal and replacement of defective part(s) based on the number of labor hours designated in its Labor Time Guidelines for such work at the current warranty labor rate, upon receipt of the defective parts at the Florida location. **Note: No labor will be reimbursed unless the part is received by ABC Florida within 30 days of the claim date. Owner/Lessee will be invoiced for the new part if the defective part(s) are not returned within 30 days of the failure to ABC.**

WARRANTY STATEMENT

THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES INCLUDING WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION WHICH THE COACH(ES) MAY BE USED, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.

LIMITED WARRANTY SHALL NOT APPLY TO:

1. Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
2. Any part of a coach which has been subject to misuse, negligence, alteration(s), accident, participation in sporting event(s), over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
3. Any part of the coach not supplied to Owner/Lessee with the coach or defect(s) that are the result of an improper conversion or installation of equipment and part(s) by other manufacturer(s) or supplier(s).
4. Normal maintenance services, (such as engine tune-up, fuel and cooling system, cleaning, brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as: hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, anti-freeze and all maintenance items used in the repairs or replacements of defective parts.
5. The normal wear and tear of parts such as, but not limited to: tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades, and air cushions, toilet seats, and clutch material.
6. Glass breakage.
7. Any parts which are modified or rebuilt without prior written approval by ABC.
8. Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
9. Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (anti-freeze and anti-corrosion additives) or the release of lubricants.
10. A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
11. All indirect costs and expenses such as but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach, or lost profits or revenues.
12. Any coach on which the odometer mileage has been changed or tampered with.
13. Damage from the environment, including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightening, flood, water, earthquake or any Acts of God, etc.
14. Normal deterioration of soft trim and appearance items due to wear and exposure.
15. Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and/or agents derived from petroleum products not released for motor vehicles.
16. Any coach registered and normally operated outside the United States of America, Canada, or Guam.

OWNER/LESSEE RESPONSIBILITIES¹

- Perform maintenance on the vehicle as described in the applicable maintenance manual, engine maintenance manual, transmission maintenance manual, and any other manuals, including normal maintenance services.
- Provide and absorb the cost of service items, such as but not limited to: fluids, filters, belts, seals, hoses, lubricants, bulbs, fuses, wiper blades, brake linings, brake chamber diaphragms, clutch linings, shock absorbers, and normal wear and tear items.
- Perform service adjustments, such as but not limited to: wheel alignment, wheel balance, headlight adjustment, brake adjustments, entrance door alignment, baggage and compartment door alignment, tightening of nuts, bolts and fittings as routine maintenance, assure proper routing of all lines, hoses, and wire harnesses.
- Provide for extra costs incurred, such as but not limited to: downtime, lost revenue or profits, lodging, meals, travel time, towing, auto and coach rentals, or other economic losses.
- Pay for small adjustments, repairs of less than one hour without parts, tires, batteries, broken glass, temporary repairs, repeat failures due to improper installation, careless or negligent workmanship, misdiagnosis time, and damage to other parts, or greater damage to the defective part, as a direct result of postponement of repairs, continued driving, use of unapproved lubricants or fluids, improper repair and diagnosis.
- **Keep preventative maintenance records** and repair records since you may be required to provide the maintenance records and/or repair records with the warranty claim.
- **Sublet claims** are defined as repairs performed at a repair shop other than an ABC location or your own repair facility. All sublet claims must be filed with ABC no later than 30 days of the date on the sublet invoice.
- Authorization on paint, body and glass claims must be approved by ABC prior to customer performing work. Photos of claimed repairs must be submitted with the authorization request and are required prior to ABC approval.
- Return failed parts to the ABC Service Location in Winter Garden, Florida as instructed by a Customer Care Representative. **The warranty claim will not be considered if the failed material is not received back within thirty (30) days from date of claim to ABC. In the case that the failed part(s) is not returned you will automatically be billed for the new part sent out for this repair and no labor for this repair will be paid**

¹ This list is not intended to be all-inclusive. Owner/Lessee is responsible for using good judgment in the handling of all warranty matters.

ORDERING PARTS FOR WARRANTY

When warranty replacement parts are needed call the ABC Customer Care Department at 1-877-427-7278 (Toll Free). Select the appropriate phone option for connection to the Customer Care Group Warranty Department. A Customer Care Representative will verify the vehicle is in the proper warranty by time and miles, and record the information necessary to complete the order and they will authorize shipment of the warranty parts. The warranty event will be discussed in a manner to supply enough detail to complete the warranty claim including cause, troubleshooting method and correction while the conversation is ongoing. An alternative method to order warranty parts is to email the enclosed form (provided on page 15) to the following address, warranty@abc-companies.com.

During this process, the following information must be provided.

- Coach production number (last five digits of the VIN number).
- In-service date
- Current coach mileage.
- Parts numbers and quantities for the required components.
- Serial numbers of the manufacturing date for repairs concerning the battery equalizer, pre-heater, a/c compressor, and differential.
- What is the complaint (problem) with the coach?
- What symptoms were exhibited that led to the diagnosis of the problem?
- What was the cause of the problem?
- What action will be taken to correct the problem?

All failed parts are to be returned to ABC Florida, within 30 days of the claim date.

If the warranty parts are going to be picked up from an ABC location, please call 1-877-427-7278 before going to the location to retrieve the parts. At the time of the call, the Warranty Administrator will collect the necessary information in order to validate the claim prior to receiving any warranty parts over the counter.

Your warranty claim will be processed upon receipt of the defective part at ABC Florida. Approved warranty claim credits will then be applied to your company's ABC parts and service account.

A worksheet is attached for use in gathering information prior to phoning in a warranty parts order; this form may also be sent via fax to 407-287-3143.

SHIPPING CHARGES FOR WARRANTY PARTS

All warranty replacement parts will be shipped by prepaid ground freight. If requested from the customer and authorized by ABC Customer Care Representative, the part(s) may be expedited with special delivery from an ABC location to a repair facility if the coach is in an Emergency Coach Down situation and in need of emergency warranty parts to make it drivable.

WARRANTY PARTS HANDLING

ABC shall provide the replacement parts at “No Charge” to the Owner/Lessee PENDING THE SETTLEMENT OF THE CLAIM FROM THE APPROPRIATE VENDOR. **Parts replaced during the warranty period must be received by ABC Florida, within 30 days of the claim date.** Replacement parts shipping via normal methods will be shipped with a pre-paid shipping label along with enclosed instructions to return the failed part. Items that must be shipped via freight will include separate instructions for the return of large or heavy items. Each part must be identified with the supplied yellow tag illustrating the VIN, part number and order number so that the item may be processed through the ABC Florida location.

Should the Owner/Lessee fail to return the warranted part within 30 days or return the part without proper labeling so as to allow ABC to process the claim, the Owner/Lessee’s account will be billed the purchase price for the new part, (including shipping) originally supplied free of charge for the warranty repair. Parts replaced under the assumption of warranty that prove **not** to be defective may be returned and charged back to the Owner/Lessee at the discretion of ABC.

CLAIMING PROCESS

At the time the warranty part is ordered a claim will be completed. Both the labor (if applicable) and parts will be on the claim. If there are warranty repairs that must be completed that do not require parts, a call must be placed to a Customer Care Representative to initiate a labor claim.

In the event a repair must be completed by a third-party repair facility specific steps must be taken to authorize the warranty repair. Refer to Service Bulletin No. 1185, included in this manual, for specific instructions regarding this procedure. If a repair is to be completed by a third-party vendor then the invoice must be presented to ABC within 30 days of the date on the invoice. If an invoice is received by ABC after 30 days then the Van Hool flat rate shall apply.

TIPS FOR ORDERING WARRANTY PARTS QUICKLY

1. Order warranty parts by calling 1-877-427-7278. Do not purchase the part outright if it is a warrantable failure. A Customer Care Representative must authorize the sending of warranty parts.
2. When ordering the part, make sure to supply the correct mileage of the coach.
3. The return of a failed part is required. The failed part must be returned with the VIN (last five characters) and order number clearly marked on the return tag. The failed parts must be received by ABC Florida within 30 days of the claim date, if not the Owner/Lessee will be billed the purchase price for the new part and no labor will be reimbursed. Keep a record of the shipping information, and tracking numbers in case the part is lost in shipping.
4. When speaking with an ABC Customer Care Representative, be prepared to supply a description of the complaint, cause, and correction along with the amount of labor required to complete the repair.
5. All engine and transmission problems should be taken and handled directly with an authorized engine or transmission manufacturer, dealer or distributor.

SERVICE BULLETINS

PRODUCT IMPROVEMENT, SERVICE INFORMATION & FIELD CHANGE OR CAMPAIGN PROGRAMS

Van Hool publishes Product Improvement, Service Information Bulletins, and Field Change Programs. When published, these bulletins and programs will be distributed to the appropriate Owner/Lessee. Van Hool and ABC's distribution method of Product Improvement and Service Information Bulletins is through the internet, via an email notification that bulletins(s) have been posted to Van Hool's Portal and ABC's website. To receive these notifications customers must register on ABC's website at abc-companies.com/customer_care/bulletins.

- Product Improvement Bulletins will detail the new improvements made to coaches in production. Should the Owner/Lessee wish to update their coaches, sufficient information will be available to accomplish the improvement. Product improvements are to be applied to the coach at the Owner/Lessee's option and expense.
- Service Information Bulletins will be distributed to the Owner/Lessee. These documents will cover a variety of topics that will aid the Owner/Lessee in better maintaining the coach with the most up-to-date information that the manufacturer has available.
- Field Change or Campaign Programs may be necessary to make corrections or improvements to the coaches so that the coaches can be maintained at satisfactory standards and within compliance of applicable laws. When this occurs, the ABC/Van Hool Customer Care Warranty Department will notify the Owner/Lessee. The Field Changes should be made as soon as possible after receiving this notice. Instructions for recuperating repair expense, if applicable, shall be addressed or set forth within the applicable bulletins of the Field Change, Campaign or Recall Programs.

DEALER INSTALLED OPTIONS

(Warranty to be provided by component supplier and not covered by Limited Warranty set forth herein.)

Alcoa Wheels: Alcoa wheels have a limited warranty directly by the manufacturer. You can obtain warranty by calling 800-242-9898, Listen for the prompts for Warranty. Coverage is 120 month's date of Manufacture of wheel.

ASA Radio: Calls for ASA back up camera products should be made directly to ASA Radio at 877-845-8750. Coverage is 30 months or 250,000 miles, Parts no labor.

Automotion Shades: Warranty concerns regarding Automation shades should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Coverage is 24 months' parts only.

Braun Wheel Chair Lift Warranty: Braun Wheel Chair Lift warranty should be directed to the ABC Customer Care Department at 1-877-427-7278 (Toll Free). Coverage is 36 months. In order to complete this process, the following information must be provided:

- Coach production number (last five digits of the VIN number)
- Current coach mileage
- Part numbers for items requested
- Serial number of the Braun lift
- Cycle count from lift operation.
- What is the problem with the lift?
- What was the cause of the problem?
- What will be done to correct the problem?

Dialight: Lifetime warranty for parts replacement only. After 30 months' warranty can be obtained by calling Dialight directly at 1-732-751-5844.

ABC Graphics: Call 1-877-427-7278 (Toll Free). Coverage is for 12 months, parts only and limited to repair or replacement. Photos of the failed graphics must be sent to warranty@abc-companies.com, prior to claim approval.

Kidde Fire Suppression: Kidde Fire Suppression should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Coverage is 24 months' parts and labor.

REI: Calls for REI warranty parts should be made directly to REI at 1-800-228-9275. All parts orders and warranty claims will be handled by calling the above number. Coverage is 24 months' parts only, no labor. Elite System Coverage is 36 months' parts only.

Robert Bosch Products: Audio/DVD products originally installed on your coach will be covered under warranty for a period of 24 months unlimited miles. Warranty concerns should be handled by contacting ABC Customer Care at 1-877-427-7278 (Toll Free).

DEALER INSTALLED OPTIONS

(Warranty to be provided by component supplier and not covered by Limited Warranty set forth herein.)

Seats: Van Hool Seats call 1-877-427-7278 (Toll Free). Coverage is for 30 Months, 250,000 miles for both parts and labor. Amaya Seats call 1-864-895-4127. If approved coverage for mechanical parts is 5 years, fabric and foam is 3 years.

SmartWave: SmartWave warranty concerns should be handled by contacting ABC Customer Care at 1-877-427-7278 (Toll Free). Coverage is 36 months' parts only.

Tires: Tires installed on your coach at time of delivery will be warrantied solely by the tire manufacture. ABC cannot cover under this policy.

Vanner: Vanner IT inverters, coverage is for 30 months, unlimited miles for parts and labor, Claims should be processed through ABC Customer Care by calling 1-877-427-7278 (Toll Free). Serial numbers are needed on all Vanner products prior to the call.

ATTACHMENT A

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE*

1. ABC Bus, Inc. ("ABC") as the exclusive distributor of Van Hool coaches in North America, warrants to Lessee/Owner each new coach supplied by ABC to be in good condition and free from defects in design, material and workmanship under normal use and service in accordance with the schedule below, subject to the conditions and limitations herein and the limited warranties of the manufacturer's designated below. The Limited Warranty also provides Lessee/Owner with an Extended Components Coverage in accordance with the following Limited Warranty and Extended Components Coverage Schedule, subject to the conditions and limitations hereafter, if selected by Owners. ***Box must be checked for components coverage or extended coverage to apply.**

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE SCHEDULE (If Marked)

ITEM	LIMITED WARRANTY	EXTENDED COVERAGE	PERIOD (MONTHS)	MILEAGE	PARTS	LABOR	REMARKS
General Coach: Base	X		30	250,000	100%	100%	Van Hool Base Coverage
Structural Integrity		X	60	300,000	100%	100%	See Van Hool 5 Year Structural Anit-Corrosion Warranty, Attachment A below.
Vehicle Emissions Original Equipment Tires (**)	X		24	24,000	100%	100%	(**) ABC warrants the original equipment tires installed on this coach only against defects in materials and workmanship only to the extent such defects cause the coach to fail to comply with applicable U.S. greenhouse gas emission limits ("Warrantable Emissions Failures").
ASA Back Up Camera	X		30	250,000	100%		No labor.
Dialight	X		Lifetime	Lifetime	100%		No labor.
Safety Fleet	X		30	n/a	100%		No labor.
Kidde Fire Suppression	X		24	n/a	100%	100%	
Monogram Sanitation	X		24	n/a	100%	100%	Labor at rate of \$35.60/USD.
RCA Flooring	X		Various	n/a	100%	n/a	Center aisle rib & under seat smooth flooring warranted 12 years; Tread and entrance area products warranted for 1 year.
SmartWave Tire Monitoring	X		36	n/a	100%		No labor.
Transpec Roof Hatches	X		36	n/a	100%		No labor.
Vanner Inverter	X		24	n/a	100%		No labor.
Surepower Equalizer	X		24	n/a	100%		No labor.
Engine: Cummins Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Cummins Extended Warranty			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Cummins Extended after treatment			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Engine: Detroit Diesel Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to CX35 or TDX25.
Engine: Detroit Diesel Extended Warranty with after treatment			60	500,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to CX35 or TDX25.
Cummins or Detroit Diesel Base Engine Emissions Warranty	X		60	100,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: Allison Base			36	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: Allison Extended			60	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: ZF Astronic Base			24	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Transmission: ZF Astronic Extended			60	Unlimited	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Clutch Pack not covered under ZF Extended Warranty.
HVAC – Espar/Eberspacher	X		30	250,000	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions, including compressor, preheater, front heater, and convactor floor heaters
Audio/DVD Bosch or REI			24	Unlimited	-	-	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.
Lift Braun Base			36	n/a	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions; Item not applicable to TDX25
Lift Ricon Base			24	n/a	100%	100%	Warranty is provided directly from component manufacturer; See component manufacturer's warranty for terms and conditions.; Item not applicable to TDX25

NOTES:

- (1) Limited Warranty is for the Time (Months) or Mileage (Mi) whichever occurs first from acceptance date of new coach as evidenced on coach acceptance form.
- (2) Limited Warranty Application and Extended Components Coverage Application are subject to all of the terms and conditions of each applicable manufacturer's warranty.
- (3) Repairs or replacements qualifying under the Limited Warranty and/or Extended Components Coverage must be performed by an ABC workshop or by an authorized dealer of the failed part manufacturer. The owner/lessee is entitled to perform the warranty repair/replacement when qualified through appropriate training, service literature and service tools.
- (4) Limited Warranty Coverage does not apply to outside manufacturer or dealer installed options.
- (5) For details, please review attached manufacturer/supplier documents.
- (6) Warranty on the replacement part is limited to the remaining period/mileage of the original part.
- (7) Certain additional exclusions/limitations apply to certain suppliers; please also refer to the applicable Van Hool Owner Warranty Manual for further terms and conditions.

2. ABC's sole obligation and Lessee/Owner's EXCLUSIVE REMEDY with respect to the ABC warranty is limited to reimbursing Lessee/Owner for the parts found to be defective, or, at its option, furnishing replacement parts for any such defective parts free of charge to Lessee/Owner and/or to reimburse Lessee/Owner for reasonable direct labor cost involved in removing and the repairing or replacing any such parts which after examination disclose to ABC's reasonable judgment to be thus defective within the time period or mileage, whichever comes first, as specified in above Schedule.
3. **A WARRANTY SHALL NOT APPLY TO:**
- (1) Failures due to lack of performance of maintenance in accordance with preventative maintenance schedules or lack of normal maintenance service as specified in the applicable manufacturer's maintenance instructions, manuals, or any other similar publications.
 - (2) Any parts of a coach which has been subject to misuse, neglect, negligence, alterations, accident, participation in sporting events, over-speeding or overloading beyond the applicable weight rating so as in any way, in the reasonable judgment of ABC, to affect adversely its performance and reliability.
 - (3) Any part of the coach not supplied to Lessee/Owner with the coach or defects as a result of improper conversion or installation of equipment and parts by other manufacturers or suppliers
 - (4) Normal maintenance services (such as engine tune-up, fuel and cooling system, cleaning brake and clutch adjustments and wheel alignment and balancing) and any replacement parts specified in the maintenance manual or instructions, such as hoses, belts, seals and filter elements and lubricants made in connection with normal maintenance services or lubricants, antifreeze and all maintenance items used in the repairs or replacements of defective parts.
 - (5) The normal wear and tear of parts such as, but not limited to tires, batteries, clutches, brake linings, brake rotors, shock absorbers, voltage regulators, wiper blades and air cushions, and clutch material.
 - (6) Glass breakage.
 - (7) Parts which are modified or rebuilt without prior written approval by ABC.
 - (8) Damage to another part or parts of the vehicle or greater damage to the defective part, resulting from a non-remedied defect or continued driving.
 - (9) Damage as a result of the use of unreleased or unapproved lubricants and/or cooling mixture (antifreeze and anticorrosion additives) or release of lubricants.
 - (10) A repeated repair job as a consequence of wrong diagnosis or poor workmanship.
 - (11) All indirect cost and expenses such as, but not limited to towing, overtime premium, call-out and hire-in, mileage, downtime expenses, replacement vehicles, diagnosis, test rides, cleaning material, travel expenses, bills for hotels, meals, fax and phone, delivery of the defective part or coach to the repair facility, loss of time, inconvenience, loss of use of the coach or lost profits or revenues.
 - (12) Any coach on which odometer mileage has been changed or tampered with.
 - (13) Damage from the environment including but not limited to airborne fallout (chemicals, tree sap, etc.) salt, hail, windstorm, lightening, flood, water, earthquake, or any Acts of God, etc.
 - (14) Normal deterioration of soft trim and appearance items due to wear and exposure.
 - (15) Paint deterioration or damage due to the use of aggressive cleaning detergents, chemicals, and agents derived from petroleum or products not released for motor vehicles.
 - (16) Any coach registered and normally operated outside the United States of America, Canada or Guam.
4. The Lessee/Owner is responsible for the performance of preventative and normal maintenance services as specified in the applicable manufacturer's maintenance manuals or instructions.
5. All claims hereunder shall be made to the applicable manufacturer in accordance with their respective procedures and guidelines.
6. **THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY ABC, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, INCLUDING BUT NOT LIMITED TO, ANY AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF ABC FOR DAMAGES ARISING OUT OF, OR IN CONNECTION WITH THE USE, REPAIR OR PERFORMANCE OF THE COACHES INCLUDING WEIGHT, LENGTH, OR WIDTH LIMITATIONS AS MAY BE IMPOSED BY ANY JURISDICTION WHICH THE COACH(ES) MAY BE USED, TO THE EXTENT ALLOWED BY LAW. ABC SHALL NOT BE LIABLE OR RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL OR PUNITIVE DAMAGES. IN ADDITION, THE LESSEE/OWNER WAIVES ALL LIABILITY OF ABC FOR COMMERCIAL OR PERSONAL CONSEQUENTIAL AND INCIDENTAL DAMAGES ARISING FROM CONTRACT, NEGLIGENCE OR STRICT LIABILITY IN TORT. ABC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH COACHES.**

WARRANTY CLAIMS

I understand and agree that all warranty claims must be filed with ABC within 30 days of the time of occurrence and that any defective parts must be returned to ABC within that period. Failure to comply with this requirement may void the warranty claim.

ATTACHMENT A

LIMITED WARRANTY AND EXTENDED COMPONENTS COVERAGE

5 YEAR STRUCTURAL ANTI-CORROSION WARRANTY

Body structure and structural elements of the suspension (including all components welded, riveted or bolted together to form the basic frame are warranted to be free from Defects, Related Defects (i.e. no visual structural damage and/or cracks and/or permanent deformation), and to maintain structural integrity for a period of five (5) years or 300,000 miles whichever comes first.

- All Van Hool's maintenance instructions are to be adhered to (responsibility of the end user/buyer);
- Inspections to be made in accordance with Van Hool's maintenance instructions;
- Repairs to be made in a timely fashion i.e. immediately after accident or damage in a professional manner in accordance with Van Hool's instructions and general accepted structural repair procedures;
- Are excluded all defects due to or result of:
 - Wrong or poor maintenance, failure to clean the underside of the coach after winter (to remove all salt products),
 - Lack of proper maintenance,
 - Mechanical wear by use of automatic washing installation,
 - Damages due to incorrect use of automatic washing installation,
 - Aggressive cleaning products with insufficient rinsing or polluted rinsing water,
 - Mechanical damages or aggressive influences from outside (i.e. stone chippings, damages, repairs, accidents, etc.),
 - Defaults which have deteriorated seriously (even beyond point of repair), because the customer neglected to repair himself, or to have the necessary repairs performed by an outside repair shop within 3 months after detection, leading to non-availability of the vehicle;
 - Deterioration due to normal aging,
 - Damage due to the application respectively removal of decal(s).



SERVICE BULLETIN No.1185

Circulate to listed addressees

COACH/BUS MODEL	: All
BULLETIN TYPE	: Service Information
SECTION	: Section 1 – General Information
DATE	: May 18, 2006
SUBJECT	: Warranty claims - third party workshops
TERMS & CONDITIONS	: N/A

APPLICATION:

The service information subject of this Bulletin is applicable to all warrantable units.

DESCRIPTION:

1. Every so often, customers have their warrantable Van Hool units repaired by third party workshops (workshops other than designated ABC Customer Care and Parts Source service centers). This Bulletin informs about how to proceed in such cases.
2. Before having third party workshop work done and when filing warranty claims for this type of work certain rules must be observed:
 - ☐ Permission for repair under warranty should first be obtained from ABC Customer Care and Parts Source.
 - ☐ Third party workshop labor should not exceed 150% of normal flat rate.
 - ☐ Temporary (limp home) repairs are not accepted.
 - ☐ A copy of the third party workshop invoice (no receipt) carrying ALL relevant data should be made available to the ABC/Van Hool Warranty Administration in order to allow them to:
 - process the warranty claims efficiently,
 - decide whether a particular claim is reimbursable according to the Van Hool normal warranty,
 - compile a component failure history.

Description continued on next page.

Service personnel: please read, initial and circulate.

Service Manager	Parts Manager	Warranty Administrator	Workshop Foreman	Service Technician

Continued from page 1.

□ Relevant data include:

- Third party workshop references, an invoice number and invoice date.
- Unit references such as: model, VIN, customer unit # (optional), mileage, in service date, failure date.
- Description of: complaint, diagnosis, cause of the problem, corrective action taken.
- Part references and description of old parts removed and new parts installed.
- Parts available for further investigation.
- Hours labor.
- Digital photos if relevant to claim support.

4. Failure to comply with these guidelines may void warranty for the repair, and/or cause unnecessary delays in claim processing.

Description complete.

SERVICE INFORMATION:

Service Bulletins are issued to supplement or supersede information in the Van Hool manuals. Note Service Bulletin number, date and subject on the register at the end of the relevant chapter(s). File Service Bulletin separately for future reference.



Attachment C



WARRANTY PARTS ORDERING FORM

TODAY'S DATE _____

VEHICLE INFORMATION

VIN # (last 5 digits) _____

UNIT # (optional) _____

MILEAGE) _____

IN-SERVICE DATE _____

COMPANY INFORMATION

CUSTOMER ACCOUNT # _____

INDIVIDUAL NAME _____

COMPANY NAME _____

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____ EMAIL _____

SHIP TO ADDRESS

☐ SAME AS ABOVE

ADDRESS _____ CITY _____ STATE _____ ZIP _____

PHONE NUMBER _____

PARTS WARRANTY INFORMATION

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

PART NUMBER _____ DESCRIPTION _____

CONCERN _____

CAUSE _____

CORRECTION _____

LABOR REQUESTED _____ HOURS

REASON FOR ADDITIONAL LABOR _____

COMPONENT SERIAL NUMBER (S/N) _____

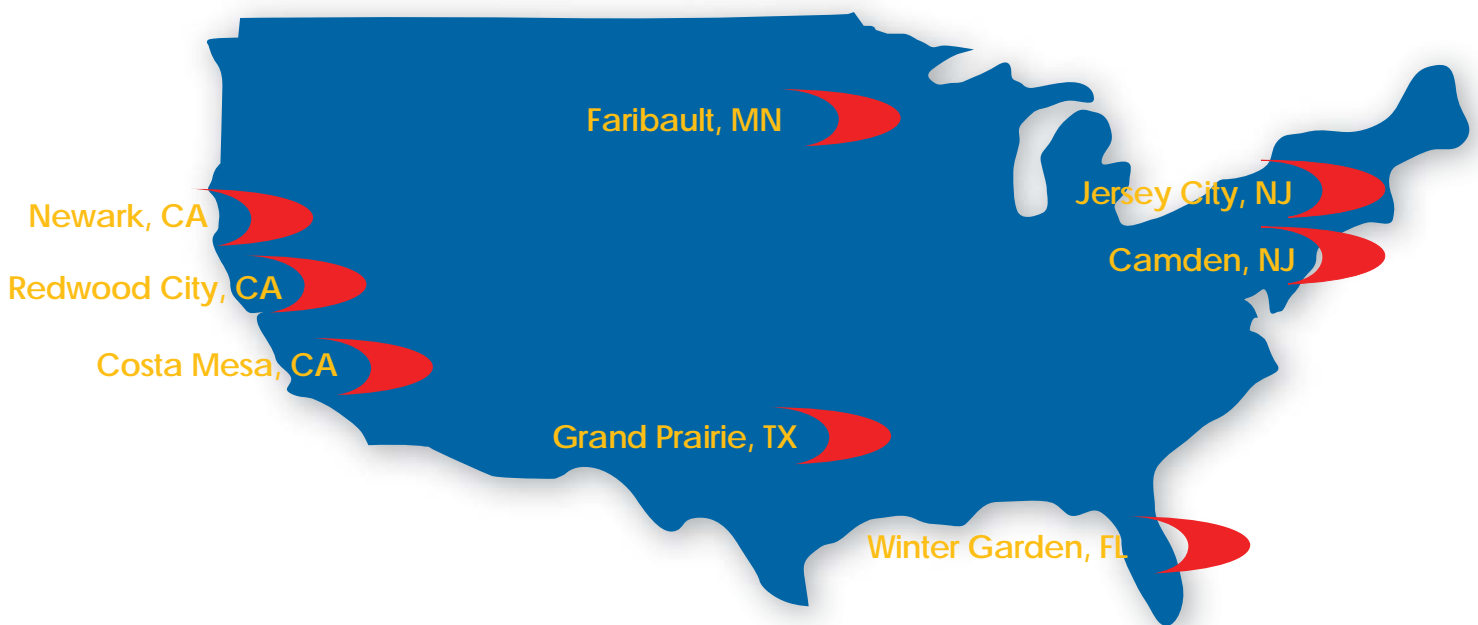
DIRECTIONS

Submit your completed claim form via email to warranty@abc-companies.com or via fax to 407-287-3143.

Claims are processed 8:00 a.m. – 8:00 p.m. Eastern, Monday through Friday. Claims received after 8:00 p.m. Eastern will be processed the following business day. Upon receipt of your replacement parts, return the original part to ABC Companies using the return shipping label provided. Original parts must be returned to ABC Companies within 30 days of receiving the replacement part. Your warranty claim will be processed upon receipt of the original part at ABC Companies. Approved warranty credits will be applied to your company account. *Questions?* Call ABC Customer Care at 1.877.427.7278 to speak with an ABC Warranty Administrator.



CX / TX / TDX



ABC Customer Care / 877.427.7278

Florida

17469 West Colonial Dr.
Winter Garden, FL 34787
PH: 407.656.7977

Minnesota

1506 30th St. NW
Faribault, MN 55021
PH: 507.334.1871

California

1485 Dale Way
Costa Mesa, CA 92626
PH: 714.444.5888

California

7980 Enterprise Dr.
Newark, CA 94560
PH: 510.745.7341

California

3508 Haven Ave.
Redwood City, CA 94063
PH: 650.368.3364

New Jersey

1494 Federal St.
Camden, NJ 08105
PH: 856.966.1500

New Jersey

415 Tonnele Ave.
Jersey City, NJ 07306
PH: 201.795.3113

Texas

1702 S. Great Southwest Pkwy
Grand Prairie, TX 75051
PH: 972.206.1110