

TIPS Vendor Agreement (JOC)

Between C&M Door Controls, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RCSP 210205 Trades, Labor, and Materials

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The Vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

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

Terms and Conditions

Conflicts with RS Means Unit Price Book

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

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

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

Davis Bacon Act

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

Other Wage Rates

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

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

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

Term of Agreement and Renewals

The Agreement with TIPS is for approximately two (2) years with an option for renewal extension for an additional three (3) consecutive one (1) year terms. The three (3) consecutive one (1) year terms shall renew automatically annually, unless either of the parties notifies the other of its objection to a (1) year renewal. TIPS reserves the right to object to and refuse any or all of the additional three (3) consecutive one (1) year renewal terms.

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

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

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

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

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

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

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

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

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an

Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

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

Invoices

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

Pricing

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

Participation Fees and Reporting of Sales to TIPS by Vendor

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

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online

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

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part

200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

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

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

Form of Agreement and Reporting

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal to the TIPS Member. TIPS does not require a review a TIPS Member's Job Order contract TYPE AIA or other similar Contract provided by the TIPS Member. This clause does not relieve the Vendor from the responsibility to report the contract execution and the amount of the contract and any change orders.

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

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

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

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

Legal obligations

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this Solicitation and any awarded Agreement thereof.

Applicable laws and regulations must be followed even if not specifically identified herein.

Audit rights

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

Force Majeure

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

Choice of Law

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

Venue, Jurisdiction and Service of Process

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

Bonding

Proposer must provide a current letter, issued on or after the date on which this Solicitation was posted, from their Surety company(ies) that specify the bonding capacity of the proposer. Bonding surety must be authorized

to do business in the State of Texas and be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570) Bonding capabilities documentation must be scanned and uploaded to the "Response Attachments" BONDING section.

Professional Engineering and Architect's Services

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

Scope of Services

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

Project Delivery Order Procedures

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

Scheduling of Projects

Scheduling of projects (if applicable) may be accomplished when the TIPS Member issues a Purchase Order and/or an Agreement or Contract that will serve as "the notice to proceed" as agreed by the Vendor and the TIPS Member. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member or a designated representative of the TIPS Member inspect the work for acceptance under the scope and terms in the Purchase Order and/or Agreement or Contract. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued per the contractual requirements of the project with the TIPS Member. Any Construction contract prepared by the TIPS Member's Legal Counsel may alter the terms of this subsection, "Scheduling of Projects".

Bonding

When applicable, and depending on the laws of the TIPS member's jurisdiction, performance and payment bonds will be required on construction or labor required jobs and awarded contractor will meet the TIPS member's local and state purchasing requirements. In Texas, Performance Bonds are required when the project is valued at greater than \$100,000 and Payment Bonds on jobs over \$25,000. Awarded contractors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order/contract.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives may assist, at TIPS sole discretion, in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Status of TIPS Members as Related to This Agreement

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

Certifications.

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

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

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

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

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

- **Agreements:**

All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three business days and confirm its receipt with TIPS.

- **Promotion of Agreement:**

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

TIPS Vendor Agreement Signature Form

RCSP 210205 Trades, Labor, and Materials (JOC)

Company Name C&M Door Controls, Inc.

Address 20 Markley Street

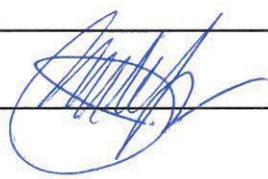
City Port Reading State NJ Zip 07064

Phone 732-596-1900 Fax 732-596-1992

Email of Authorized Representative jokeefe@cmdoorcontrols.com

Name of Authorized Representative John A. O'Keefe

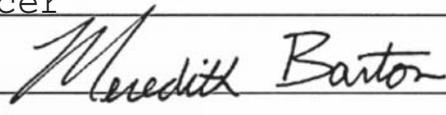
Title President

Signature of Authorized Representative 

Date 03/18/2021

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 4/22/2021

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



210205 Addendum 2 C&M Door Controls, Inc. Supplier Response

Event Information

Number: 210205 Addendum 2
Title: Trades, Labor, and Materials (JOC)
Type: Request for Proposal
Issue Date: 2/4/2021
Deadline: 3/19/2021 03:00 PM (CT)
Notes: Dear potential TIPS Vendor, as you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal. Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RCSP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations.

Contact Information

Address: Region VIII Education Service Center

Highway 271 North
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: bids@tips-usa.com

C&M Door Controls, Inc. Information

Contact: Nenetta Frederick
Address: 20 Markley Street
PO Box 39
Port Reading, NJ 07064
Phone: (732) 596-1900
Fax: (732) 596-1992
Email: nfrederick@cmdoorcontrols.com

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

John A. O'Keefe

Signature

Submitted at 3/18/2021 1:05:21 PM

jokeefe@cmdoorcontrols.com

Email

Supplier Note

We are in receipt of Addendum 1 & 2

Requested Attachments

Vendor Agreement

210205 Vendor Agreement JOC - In progress.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.

OPTIONAL - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

Copy of JOC Pricing of Itemized List of Means Non-Prepriced Items - In progress.xlsx

Non-Prepriced Items

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

Reference Form

Reference_Form C&M.xls

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

Proposed Goods and Services

Good and Services List PDF.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.

Warranty

6. Warranty Examples.pdf

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

Supplementary

NEW CM BG Ad.pdf

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

All Other Certificates

8. All Other Certificates.pdf

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

Logo and Other Company Marks

C&M Logo -- USE THIS.JPG

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: 350 x 350 pixel - .png, .eps, .jpg 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>.

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

Certificate by Corporate Officer.pdf

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

Disclosure of Lobbying Activities Standard Form LLL, "disclosure Form to Report Lobbying,"

No response

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

Confidentiality Claim 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.

Bonding Capacity Letter from Surety/Insurance Company

Bond Capacity Surety.pdf

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

Current W-9 Tax Form

C&M W-9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

OPTIONAL Xactimate Pricing Form

No response

The solicitation was amended to include an option to add an additional pricing method in addition to the required RS Means pricing coefficients in attribute questions 37, 38 and 39. Proposers may add Xactimate pricing as an option by completing the Attachment #7 in the ION Wave eBid system and uploading it.

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="No"/>
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="New Jersey, New York, Pennsylvania and Connecticut"/>
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.) <input type="text" value="Door and Hardware, Curtainwall, Storefronts, Windows, Security/Intrusion Alarms - Furnish and Install"/>
6	Primary Contact Name Primary Contact Name <input type="text" value="John A. O'Keefe"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="jokeefe@cmdoorcontrols.com"/>
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>

10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961992"/>
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11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>
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12	Secondary Contact Name Secondary Contact Name <input type="text" value="David A. O'Keefe"/>
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13	Secondary Contact Title Secondary Contact Title <input type="text" value="Treasurer/Project Manager"/>
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14	Secondary Contact Email Secondary Contact Email <input type="text" value="dokeefe@cmdoorcontrols.com"/>
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15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>
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16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961992"/>
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17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>
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18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="CMDoorControls"/>
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19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="nfrederick@cmdoorcontrols.com"/>
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20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>
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21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="David A. O'Keefe"/>
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22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="dokeefe@cmdoorcontrols.com"/>
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23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7325961900"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="www.cmdoorcontrols.com"/>
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25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789) <input type="text" value="222035306"/>
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26	Primary Address Primary Address <input type="text" value="20 Markley Street"/>
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27	Primary Address City Primary Address City <input type="text" value="Port Reading"/>
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28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="New Jersey"/>
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29	Primary Address Zip Primary Address Zip <input type="text" value="07064"/>
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30	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="text" value="Door, Hardware, FRP Door, Windows, Curtainwall, Storefronts"/>
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**3
1** Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

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

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

**3
2** 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?

**3
3** Company Residence (City)

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

**3
4** Company Residence (State)

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

**3
5** TIPS administration fee

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

**3
6** Yes - No

Vendor agrees to remit to TIPS the required administration fee?

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.

37 PRICING OF Regular Hours Coefficient

What is your regular hours coefficient for the RS Means Price Book?

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

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

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

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

38 PRICING OF After Hours Coefficient

What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours?

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

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

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract):

The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

39 PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book

What is your proposed Markup Percentage on materials not found in the RS Means Price Book?

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

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

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

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

40 Yes - No

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

4 1	Years experience in this category of goods or services. Company years experience in this category of goods or services? <input type="text" value="46"/>
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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? <input type="text" value="No"/>
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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.
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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. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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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? <input type="text" value="No"/>
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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. <input type="text" value="Yes"/>
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Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

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Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

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

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

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

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

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Suspension or Debarment Certification

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

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

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

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Non-Discrimination Statement and Certification

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

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

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

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

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

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

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

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

Does vendor agree?

5 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?

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2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

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2 CFR PART 200 Byrd Anti-Lobbying Amendment

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

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

Does vendor agree?

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2 CFR PART 200 Federal Rule

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

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

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

5 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?

5 2 CFR PART 200 Rights to Inventions

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

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

Does vendor agree?

6 2 CFR PART 200 Domestic Preferences for Procurements

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

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

Does vendor agree?

6
1 **2 CFR PART 200 Ban on Foreign Telecommunications**

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

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

Does vendor agree?

6
2 **2 CFR PART 200 Equal Employment Opportunity**

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

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

Does vendor agree?

6
3 **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

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

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

Does vendor agree?

6
4 **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.

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5 **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

ONLY IF you answered "I HAVE Lobbied per above" to attribute #59, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

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

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

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

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

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

do you agree to comply with the following federal requirements?

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

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

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

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

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

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

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

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Davis-Bacon Act compliance.

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

BY SUBMITTING A PROPOSAL FOR THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE.

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

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

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

70 Indemnification

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

Do you agree to these terms?

71 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?

72 Remedies Explanation of No Answer

**7
3** **Choice of Law**

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

Do you agree to these terms?

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

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

Do you agree to these terms?

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

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

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

Do you agree to these terms?

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

**7
8** **Acts or Omissions**

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

Do you agree to these terms?

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9 **Acts or Omissions Explanation of No Answer**

8
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.

8
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?

8 Insurance and Fingerprint Requirements Information

2

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

8 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.

8 5 Texas Government Code 2270 Verification Form

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

YES

8 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: 350 x 350 pixel - .png, .eps, .jpg preferred

Potential uses of company logo:

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

**8
7** **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.

**8
8** **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).

**8
9** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This 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 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

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

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

**9
1** **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.

**9
2** 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.

**9
3** Arbitration Clauses

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

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

**9
4** 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.

**9
5** Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.

**9
6** Solicitation Deviation/Compliance

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

**9
7** 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.

9
8

Agreement Deviation/Compliance

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

Yes

9
9

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.

No response

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services with 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
Hicksville Public Schools	Dave Bell	dbell@hicksvillepublicschools.org	516-733-2100
Hasting-on-Hudson Public Schools	Joseph Martorana	Mardoranaj@hohschools.org	914-478-6220
Plainview-Old Bethpage CSD	Andrew Ward	Award@pobschools.org	516-434-3110
Hazlet Board of Education	Charles Hildner	childner@hazlet.org	732-264-8402
Edison Board of Education	William J. Kolibas, Jr., CEFM	william.kolibas@edison.k12.nj.us	732-452-4900 x2549
Neptune Board of Education	Donald Frangipane	dfrangipane@neptune.k12.nj.us	732-776-2200
Jackson Board of Education	Edward Ostroff	eostroff@jacksonsd.org	732-833-4600
Scotch Plains-Fanwood Regional School District	Anthony Miranda	amiranda@spk12.org	908-322-4132
Monroe Township BOE	Gerald Tague	Gerald.Tague@monroe.k12.nj.us	732-521-1500
Byram Hills Central School District	Jim Bascone	jbascone@byramhills.org	845-902-8455
Nanuet School District	Rudy Villanyi	rvillanyi@nanauetsd.org	845-627-9888

Required Confidential Information Status Form

C&M Door Controls, Inc.

Name of company

John A. O'Keefe, President

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

20 Markley Street

Port Reading

NJ

07064

732-596-1900

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

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

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

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW.

OPTION 1:

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

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

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

Signature _____ Date _____

OR

OPTION 2:

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

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

Signature _____ Date 3/17/2021

March 10, 2021

RE: C & M Door Controls, Inc. – Bond Capacity Letter

To Whom It May Concern,

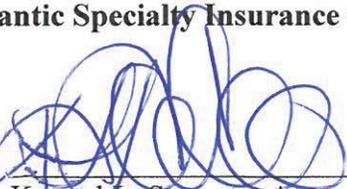
It has been the privilege of American Global LLC and Atlantic Specialty Insurance Company to provide surety bonds on behalf of C & M Door Controls, Inc. for many years. In our opinion, C & M Door Controls, Inc. remains properly financed, well equipped, and capably managed.

At the present time, Atlantic Specialty Insurance Company provides a \$15 million single project and \$30 million aggregate surety program to C & M Door Controls, Inc. Current available aggregate capacity is in excess of \$20 million. As always, Atlantic Specialty Insurance Company reserves the right to perform normal underwriting at the time of any bond request, including, without limitation, prior review and approval of relevant contract documents, bond forms, and project financing. We assume no liability to you, your affiliates or any other third party if for any reason we do not execute such bonds.

Atlantic Specialty Insurance Company is listed on the U.S. Treasury Department's Listing of Approved Sureties (Department Circular 570), and is rated A+ (Superior) Financial Size Category XV by A.M. Best Company

Very truly yours,

Atlantic Specialty Insurance Company

By: 

Krystal L. Stravato, Attorney-In-Fact

ACKNOWLEDGEMENT OF SURETY COMPANY

STATE OF NEW JERSEY

COUNTY OF MORRIS

On the 10th day of March, 2021 before me personally appeared **Krystal L. Stravato** to me known, who being by me duly sworn, did depose and say; that (s)he is the Attorney-In-Fact of **Atlantic Specialty Insurance Company** the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal, at my office in the above county, the day and year written above.



Notary Public

Sandy S James-Browne
Notary Public - State of New Jersey
My Commission Expires Sep 19, 2021



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Kevin T. Walsh, Jr., Edward Reilly, Thomas MacDonald, Krystal L. Stravato**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

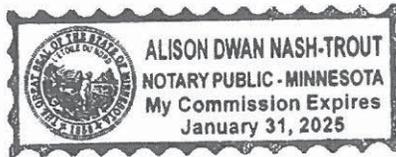
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.



By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

STATE OF MINNESOTA
HENNEPIN COUNTY

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated March 10, 2021.



This Power of Attorney expires
January 31, 2025

Kara Barrow
Kara Barrow, Secretary



Atlantic Specialty Insurance Company
Period Ended 12/31/2019

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 1,219,332	Loss Reserves	\$ 750,516
Preferred Stocks	-	Loss Adjustment Expense Reserves	243,193
Common Stocks	791,167	Total Loss & LAE Reserves	<u>993,709</u>
Mortgage Loans	-	Unearned Premium Reserve	520,053
Real Estate	-	Total Reinsurance Liabilities	17,061
Contract Loans	-	Commissions, Other Expenses, and Taxes due	40,497
Derivatives	-	Derivatives	-
Cash, Cash Equivalents & Short Term Investments	62,383	Payable to Parent, Subs or Affiliates	-
Other Investments	17,350	All Other Liabilities	<u>165,932</u>
Total Cash & Investments	<u>2,090,232</u>	Total Liabilities	<u>1,737,252</u>
Premiums and Considerations Due	261,176	Capital and Surplus	
Reinsurance Recoverable	51,892	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	21,005	Preferred Capital Stock	-
All Other Admitted Assets	59,800	Surplus Notes	-
Total Admitted Assets	<u>2,484,105</u>	Unassigned Surplus	49,392
		Other Including Gross Contributed	688,460
		Capital & Surplus	<u>746,853</u>
		Total Liabilities and C&S	<u>2,484,105</u>

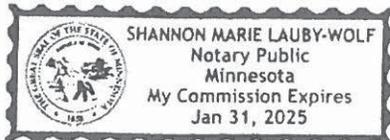
State of Minnesota
County of Hennepin

I, Christopher Jerry, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said OneBeacon Insurance Company, on the 31st day of December, 2019, according to the best of my information, knowledge and belief.

Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 27th day of February, 2020.

Notary Public





State of New Jersey

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
State Treasurer

APPROVED

under the
Small Business Set-Aside Act

This certificate acknowledges C. & M. DOOR CONTROLS, INC. as a Category 3 & 6 approved Small Business (SBE) that has met the criteria established by N.J.A.C. 17:13 and/or 17:14..

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered Small businesses. If the business seeks to be registered again, it will have to reapply and complete a new application



A handwritten signature in black ink that reads "Peter Lowicki".

Peter Lowicki
Deputy Director

Issued: 3/8/2021
Certification Number: A0143-21

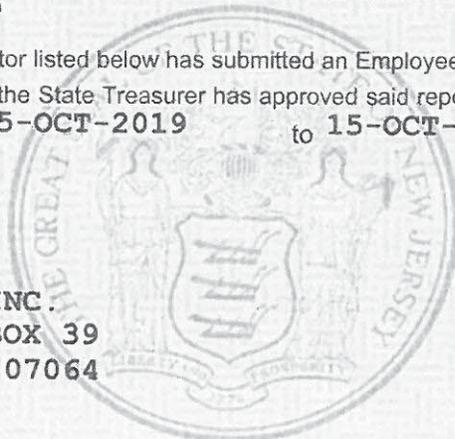
Expiration: 3/8/2024

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2019** to **15-OCT-2026**

C & M DOOR CONTROLS, INC.
20 MARKLEY ST., P.O. BOX 39
PORT READING NJ 07064



A handwritten signature in cursive script, reading "Elizabeth Maher Muoio", is positioned above the printed name.

ELIZABETH MAHER MUOIO
State Treasurer

Certificate Number
63122

Registration Date: 03/26/2019
Expiration Date: 03/25/2021



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

C&M Door Controls, Inc.
2019

Responsible Representative(s):

John A O'Keefe, President
Lynn Craven, Secretary

Responsible Representative(s):

Christopher A O'Keefe, Vice-President
David A O'Keefe, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

Certificate Number
63122

Registration Date: 03/26/2021
Expiration Date: 03/25/2023



State of New Jersey

Department of Labor and Workforce Development Division of Wage and Hour Compliance

Public Works Contractor Registration Act

Pursuant to N.J.S.A. 34:11-56.48, et seq. of the Public Works Contractor Registration Act, this certificate of registration is issued for purposes of bidding on any contract for public work or for engaging in the performance of any public work to:

C&M Door Controls, Inc.
2021

Responsible Representative(s):

John A. O'Keefe, President
Lynn Craven, Secretary

Responsible Representative(s):

Christopher A. O'Keefe, Jr., Vice-President
David A. O'Keefe, Treasurer

Robert Asaro-Angelo, Commissioner
Department of Labor and Workforce Development

NON TRANSFERABLE

This certificate may not be transferred or assigned and may be revoked for cause by the Commissioner of Labor and Workforce Development.

C&M DOOR CONTROLS, INC.
20 MARKLEY STREET
PORT READING, NJ 07064

State of New Jersey



DEPARTMENT OF THE TREASURY
DIVISION OF PROPERTY
MANAGEMENT AND CONSTRUCTION
33 WEST STATE STREET - P.O. BOX
034
TRENTON, NEW JERSEY 08625-0034



NOTICE OF CLASSIFICATION

In accordance with N.J.S.A. 18A:18A-27 et seq (Department of Education) and N.J.S.A. 52:35-1 (Department of the Treasury) and any rules and regulations issued pursuant hereto, you are hereby notified of your classification to do State work for the Department (s) as previously noted.

Aggregate Amount	Trade(s) & License(s)	Effective Date	Expiration Date
\$15,000,000	C026 -CURTAIN WALLS	08/18/2020	08/17/2022
	C011 -DOORS & HARDWARE	08/18/2020	
	C050 -SECURITY/INTRUSION ALARMS	08/18/2020	
	C012 -WINDOWS	08/18/2020	

- Licenses associated with certain trades are on file with the Division of Property Management & Construction (DPMC).
- Current license information must be verified prior to bid award.
- A copy of the DPMC 701 Form (Total Amount of Uncompleted Projects) may be accessed from the DPMC website at http://www.state.nj.us/treasury/dpmc/Assets/Files/dpmc-27_03_07.pdf.

ANY ATTEMPT BY A CONTRACTOR TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS FORM MAY RESULT IN PROSECUTION AND/OR DEBARMENT, SUSPENSION OR DISQUALIFICATION. INFORMATION ON AGGREGATE AMOUNTS CAN BE VERIFIED ON THE DPMC WEB SITE.



CONTRACTOR NOTICE OF PREQUALIFICATION

for
C&M Door Controls, Inc.
20 Markley Street
Port Reading, NJ 07064

In accordance with N.J.S.A. 18A:7G-41 and any rules and regulations issued pursuant hereto, your firm has been approved with the NJSDA for Prequalification:

Effective Date: August 12, 2020

Expiration Date: August 17, 2022

Aggregate Limit: \$15 Million

<input type="checkbox"/> Construction Manager as Constructor	<input type="checkbox"/> Sprinkler Systems	<input type="checkbox"/> Pile Driving
<input type="checkbox"/> Design Build	<input type="checkbox"/> Sheet Metal (Mechanical)	<input type="checkbox"/> Prefabrication Buildings
<input type="checkbox"/> General Construction	<input type="checkbox"/> Electrical	<input type="checkbox"/> Prefabrication Music/Sound Clean Rooms
<input type="checkbox"/> General Construction/Alterations & Additions	<input type="checkbox"/> Communications Systems	<input type="checkbox"/> Relocatable Buildings
<input type="checkbox"/> Partitions/Ceilings	<input type="checkbox"/> Fire Alarm/Signal Systems	<input type="checkbox"/> Asbestos Removal/Treatment
<input checked="" type="checkbox"/> Doors & Hardware	<input checked="" type="checkbox"/> Security/Intrusion Alarms	<input type="checkbox"/> Asbestos Removal/Mechanical
<input checked="" type="checkbox"/> Windows	<input type="checkbox"/> Audio Visual Systems	<input type="checkbox"/> Waste Removal Toxic/Hazardous
<input type="checkbox"/> Siding & Gutters	<input type="checkbox"/> Site Work	<input type="checkbox"/> Radon Mitigation
<input type="checkbox"/> Carpeting	<input type="checkbox"/> Sewage & Water Treatment Plants	<input type="checkbox"/> Lead Paint Abatement
<input type="checkbox"/> Flooring/Tile	<input type="checkbox"/> Sewer Piping & Storm Drains	<input type="checkbox"/> Detention Equipment Systems
<input type="checkbox"/> Millwork	<input type="checkbox"/> Landscape Construction	<input type="checkbox"/> Energy Management Systems
<input type="checkbox"/> Insulation	<input type="checkbox"/> Underground Water & Utilities	<input type="checkbox"/> Elevators
<input type="checkbox"/> Acoustical	<input type="checkbox"/> Road Construction & Paving	<input type="checkbox"/> Museum Exhibits
<input type="checkbox"/> Concrete/Foundation Footings/Masonry Work	<input type="checkbox"/> Athletic Fields/Tracks/Courts	<input type="checkbox"/> Test Boring
<input type="checkbox"/> Gunite	<input type="checkbox"/> Athletic Fields/Synthetic Turf	<input type="checkbox"/> Well Drilling
<input type="checkbox"/> Demolition	<input type="checkbox"/> Pumping Stations	<input type="checkbox"/> Microbial Remediation
<input type="checkbox"/> Fencing	<input type="checkbox"/> Landscape Irrigation	<input type="checkbox"/> Food Service Equipment
<input type="checkbox"/> Historical Light Fixture Restoration	<input type="checkbox"/> Roofing-Membrane EPDM	<input type="checkbox"/> School Furnishings
<input type="checkbox"/> Historical Restoration	<input type="checkbox"/> Roofing-Membrane PVC/CPE/CSPE	<input type="checkbox"/> Lab Furniture/Equipment
<input type="checkbox"/> Pre-Cast Concrete	<input type="checkbox"/> Roofing-Membrane Modified Bitumen	<input type="checkbox"/> Seating/Bleachers
<input checked="" type="checkbox"/> Curtain Walls	<input type="checkbox"/> Roofing-Urethane	<input type="checkbox"/> Swimming Pools
<input type="checkbox"/> Architectural Cast Iron	<input type="checkbox"/> Roofing-Built Up	<input type="checkbox"/> Dust Collectors
<input type="checkbox"/> Welding	<input type="checkbox"/> Roofing-Metal	<input type="checkbox"/> Signage & Graphics
<input type="checkbox"/> Structural Steel & Ornamental Iron	<input type="checkbox"/> Roofing-Tile/Slate/Shingles	<input type="checkbox"/> Septic Systems
<input type="checkbox"/> Plumbing	<input type="checkbox"/> Caulking & Waterproofing	<input type="checkbox"/> Stage Equipment
<input type="checkbox"/> Oil & Gas Burners	<input type="checkbox"/> Scaffolding	<input type="checkbox"/> Underground Storage Tanks/Closure & Installation
<input type="checkbox"/> HVACR	<input type="checkbox"/> Roofing-Historical Sites	<input type="checkbox"/> Underground Storage Tanks/Installation
<input type="checkbox"/> Boilers (New Repair)	<input type="checkbox"/> Roofing-TPO	<input type="checkbox"/> Underground Storage Tanks/Closure
<input type="checkbox"/> Service Station	<input type="checkbox"/> Painting-General	<input type="checkbox"/> UST/Tank Testing
<input type="checkbox"/> Solar Energy Systems	<input type="checkbox"/> Painting-Tanks/Steel Structures/Elevated Structures	<input type="checkbox"/> Underground Storage Tanks/Corrosion Protection Systems Analysis
<input type="checkbox"/> Energy Services (ESCO)	<input type="checkbox"/> Painting-Historical Sites	<input type="checkbox"/> Above Ground Storage Tanks
<input type="checkbox"/> Geothermal Loop Systems	<input type="checkbox"/> Sandblasting	<input type="checkbox"/> Site Remediation
<input type="checkbox"/> Fireproof Applications	<input type="checkbox"/> Divers	<input type="checkbox"/> Inside Plant Cable
<input type="checkbox"/> Insulation (Mechanical)	<input type="checkbox"/> Barges	<input type="checkbox"/> Outside Plant Cable
<input type="checkbox"/> Fire Suppression Systems	<input type="checkbox"/> Bulkhead & Docks	<input type="checkbox"/> Fiber Installation & Splicing
<input type="checkbox"/> Control Systems	<input type="checkbox"/> Jetty & Breakwater	
<input type="checkbox"/> Parking & Control Systems	<input type="checkbox"/> Dredging	

ANY ATTEMPT TO ALTER OR MISREPRESENT ANY INFORMATION CONTAINED IN THIS NOTICE MAY RESULT IN PROSECUTION, DEBARMENT, AND/OR DISQUALIFICATION.

Information contained in this notice can be verified at: <https://sda03.njsda.gov/PublicReportsUI/VendorSearch.aspx>

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

DEPARTMENT OF TREASURY/
DIVISION OF REVENUE
PO BOX 252
TRENTON, N J 08646-0252

TAXPAYER NAME:

C. & M. DOOR CONTROLS, INC.

TRADE NAME:

ADDRESS:

20 MARKLEY ST
PORT READING NJ 07064

SEQUENCE NUMBER:

0066219

EFFECTIVE DATE:

05/30/74

ISSUANCE DATE:

10/29/04

J.P. & Tully
Director

FORM-BRC(08-01)

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

STATE OF NEW JERSEY
Certificate of Authority

DIVISION OF TAXATION
TRENTON, N.J. 08646

The partnership or corporation named below is hereby authorized to collect
NEW JERSEY SALES & USE TAX

pursuant to N.J.S.A. 54:32B-1 ET SEQ.

This authorization is good ONLY for the named person at the location specified herein.
This authorization is null and void if any change of ownership or address is effected.

C. & M. DOOR CONTROLS, INC.
20 MARKLEY ST
PORT READING, NJ 07064

Tax Registration No: 222-035-306/000

Tax Effective Date: 05-30-74

Document Locator No: A0000380475

Date Issued: 10-29-04

Robert K. Thompson
Director, Division of Taxation

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.



C&M DOOR CONTROLS, INCORPORATED

20 MARKLEY STREET, PO BOX 39, PORT READING, NEW JERSEY 07064 • 732-596-1900 • FAX: 732-596-1992

.....EXAMPLE Contractor Guarantee.....

Date:

Midland Park Board of Education
250 Prospect Street
Midland Park, NJ 07432

RE: 19.160 MDPK Door Replacement II JR/Sr High School & Goodwin ES

To Whom It May Concern:

We, C & M Door Controls, Inc., "The contractor," located at 20 Markley St., Port Reading, NJ, hereby guarantees that all materials and workmanship installed under our contract with Midland Park Board of Education and of good quality in every respect and to remain so for a period of one (2) years from date of final completion 01/13/2021.

Should any defects develop in the aforesaid work within the stipulated periods due to faults in materials and/or workmanship, the Contractor hereby agrees to make all repairs and necessary work to correct the defective parts. Such repairs and corrective work shall be done without any cost and expense of the Owner within five (5) days after notice to the Contractor by the Owner.

In case the Contractor fails to do the work so ordered, the Owner may have the work done and charge the cost thereof against the monies retained. If the monies retained shall be insufficient to pay such cost, or no money is available, the Contractor and/or his sureties, agree to pay the Owner the cost of such work.

Sincerely,
C & M DOOR CONTROLS, INC.

John A. O'Keefe
President

JAO/nf

SALES • SERVICE • INSTALLATION

ALUMINUM, HOLLOW METAL & WOOD ENTRANCES, ARCHITECTURAL HARDWARE & GLAZING SYSTEMS



C&M DOOR CONTROLS, INCORPORATED

20 MARKLEY STREET, PO BOX 39, PORT READING, NEW JERSEY 07064 • 732-596-1900 • FAX: 732-596-1992

EXAMPLE MANUFACTURER WARRANTIES

SALES • SERVICE • INSTALLATION

ALUMINUM, HOLLOW METAL & WOOD ENTRANCES, ARCHITECTURAL HARDWARE & GLAZING SYSTEMS



Limited Warranties

C & M Door Controls, Inc.
20 Markley Street
Port Reading, NJ 07064

Job Name

Job #

Cust. PO

Warranty Date

Special-Lite, Inc. warrants the Special-Lite® Doors, Frames, Panels, Hardware, and Toilet Partitions that it manufactures to be free of defective materials and faulty workmanship and as conforming to applicable specification and/or drawings for a period of ten years from the date of shipment. This warranty covers repair or replacement of product at our discretion and payment of approved labor charges as necessary to effect such repairs or replacement.

In addition to the above limited warranty, Special-Lite also provides a limited lifetime (while the door is in its specified application in its original installation) warranty covering the following:

- A. Failure of corner joinery.
- B. Core deterioration.
- C. Delamination or bubbling of door skin.
- D. Corrosion of all-fiberglass products.

Factory Installed Hardware: Special-Lite also warrants for a period of 10 years that:

- A. Hardware is installed in accordance with the hardware manufacturer's specifications and instructions.
- B. Hardware is securely mounted and, in normal usage, will not separate from the door.

Field Installed Hardware: Special-Lite makes no warranties of any kind as to hardware which is installed in the field by non-Special-Lite personnel.

Field Alterations: AF-100 Doors with standard (mortised) door bottoms may be trimmed in the field at the bottom of the door up to a maximum of 1.875 inch. Vision lites or louvers to be added to doors in the field must be reviewed and approved in writing by Special-Lite Engineering to preserve warranty coverage on the door. All other field alterations will void this warranty.

Finishes: Special-Lite makes the following finish warranties:

- A. In the case of SpecLite3® face sheets and anodized aluminum finishes, Special-Lite warrants the finish for 10 years from the date of shipment.
- B. Other surface finishes are covered by the finish manufacturer's warranty and Special-Lite warrants that the finish has been applied in accordance with the finish manufacturer's application specifications. This warranty is made for and runs concurrently with the same period as the finish manufacturer's warranty.
- C. The warranties on finish in this section do not cover normal wear and aging of the finish.

The following will void this limited warranty:

- 1. Failure to follow installation instructions;
- 2. Field alterations except as outlined above;
- 3. The application of hardware other than the hardware which the product was manufactured to receive; or
- 4. Abuse, mistreatment or improper usage of the product.

Claims relating to the conformance of doors, frames, panels and toilet partitions to applicable specifications and/or drawings must be submitted in writing to Special-Lite, Inc. within 30 days after receipt by buyer.

YOUR CURRIES DISTRIBUTOR MANUAL

You will find this manual an important source of information for CURRIES products. As new information is developed, or as changes occur, the new material will be mailed directly to you. If you will insert the new pages as received, your CURRIES Manual will always be current.

POLICIES

TERMS

CURRIES reserves the right to refuse purchase orders and is not bound to honor them unless they have been accepted at the Mason City, Iowa, home office. CURRIES reserves the right to sell or not to sell to a firm for any reason which in their sole discretion seems appropriate. Terms are 2% ten days and net 30 days from date of invoice.

PRICES

All prices are subject to change without notice and are not guaranteed.

QUOTATIONS

Quotations are based on market conditions and are subject to acceptance within the terms stated on the quotation. Quotations are subject to revisions or cancellations should conditions warrant.

CHANGES OR CANCELLATIONS

From the time an order for manufactured products is received and through the coordination phase it may be changed or cancelled without charge.

Once the order has been scheduled for production it cannot be changed or cancelled, the product belongs to the customer. If requested, we will not ship the product, however, the customer will be invoiced the full amount for the material. A Quick Ship Order, due to the nature of the process cannot be changed or cancelled after it has been scheduled, which can be a matter of hours after we receive it.

MINIMUM INVOICE

Purchase orders amounting to less than \$50.00 net will be subject to an additional net charge of \$15.00 over and above the net order amount.

CLAIMS

Claims for price adjustments must be submitted in writing to the Mason City, Iowa, home office within 30 days from date of invoice in question. Claims for shortages or incorrectly filled orders must be made in writing within 10 days after receipt of shipment.

WARRANTY

We warrant our products against defects in workmanship and materials for a period of one year as follows:

- (a) There are no warranties, express or implied, which extend beyond those described herein, and there is no implied warranty or merchantability.
- (b) If our products should prove to be defective, our only responsibility will be to either repair or replace the defective item(s), and we will have no liability or obligation for any damages of any kind beyond such repair or replacement.
- (c) Our obligation to repair or replace any defective item terminates one year after the product has been delivered by us to the customer, and also terminates at any time anyone other than our company performs any work of repair, service or replacement on the item without our prior written consent.
- (d) We assume no liability to pay any costs of labor or material for repair, service or replacement of any CURRIES product which has been incurred by anyone other than us.
- (e) CURRIES is committed to providing the highest quality products and services to its customers as possible. Errors can occur on occasion. We request our distributors to act as "final" quality control on our hollow metal. A simple double check procedure by an assembly person prior to modifying a door or welding a frame should be performed on every unit of product that leaves a distributor's place of business. This simple action can prevent a considerable amount of potential field problems.

RETURNS

No goods may be returned without written approval from the home office in Mason City, Iowa. Replacement will be made only after a thorough investigation of the product is made, and investigation reveals that it is defective or was shipped in error. All returns must refer to the return authorization letter.

FREIGHT

All goods are shipped F.O.B. Point of Origin and become the customer's property when they pass into the hands of the transportation company. Prepay and add programs are available for LTL and truckload shipping from the factory locations.

ASSA ABLOY

Certificate of Warranty

PROJECT NAME:	
CUSTOMER NAME: C&M Door Controls Inc	
*Note: This warranty may be assigned by Customer to the Owner of the Project.	
PROJECT ADDRESS:	.
PRODUCT:	
DOOR:	
Sales Order/Project Number:	

ASSA ABLOY Entrance Systems US Inc. ("AAES") warrants *only* the equipment supplied *and* installed by AAES to be free of defects in material and workmanship from until (the "Warranty Period"). AAES, at its sole option, shall repair or replace at its own expense, any materially defective work or material during the Warranty Period specified. Any work will take place during AAES's normal working hours, which are 8:00 am to 5:00 pm, Monday through Friday, excluding holidays.

Service requests that are not covered by this warranty will be charged at AAES's published service rate. Service requests outside of normal working hours will be charged at AAES's published emergency service rate.

Service requests not covered by this warranty include, but are not limited to:

1. Requests for service occasioned by a lack of reasonable care in the maintenance of material and equipment including: a failure to follow manufacturer's instructions, abuse, neglect, vandalism, acts of civil disorder, acts of war, acts of God, water damage, adverse weather conditions, fire, natural disaster, variations or interruptions in the power supply, unauthorized modification or adjustment, or any other reason beyond the reasonable control of AAES.
2. Requests for service made necessary because of any related components not furnished and/or installed by AAES.
3. Requests for service to perform routine maintenance, including, but not limited to: any speed and timing adjustments, normal wear and tear to movable components (i.e. rollers, brush sweep, track cap, bottom guides, pivots, etc.), and other maintenance items considered customarily a part of routine service in the industry (ask your AAES authorized service dealer about options for a complete maintenance program).
4. Service requests for operator resets, replacement fuses or batteries, dismounted drive and control unit, and incorrect fusing.
5. Service requests where evidence exists that others have examined the material and equipment intended to be covered by this warranty.

6. Travel time and expenses associated with calls for service where the equipment is found to be operational and running upon AAES's arrival to the location.

AAES reserves the right, in its sole discretion, to void this warranty on account of any amounts due owing for this or any other accounts AAES may have with the holder of this warranty.

Nothing herein is intended to imply that the Warranty Period is to be extended beyond the expiration date referenced herein, including repair or replacement of equipment during the Warranty Period.

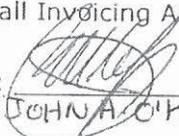
This warranty is not intended to cover any AAES manufactured product that has been installed, reinstalled, or serviced by anyone other than an AAES certified technician or an AAES authorized agent.

For warranty questions or for service please call: (877)237-2687

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, WRITTEN OR ORAL. ALL OTHER WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. REPAIR OR REPLACEMENT AT AAES'S OPTION IS CUSTOMER'S SOLE REMEDY AND IN NO EVENT SHALL AAES BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE COMPONENT OR FACILITIES OR SERVICE DOWNTIME, OR CLAIMS OF OTHERS. AAES'S LIABILITY PURSUANT TO THIS WARRANTY SHALL IN NO CASE EXCEED THE PURCHASE PRICE ALLOCABLE TO THE AUTOMATIC DOOR COMPONENT OR PORTION THEREOF WHICH GIVES RISE TO THE CLAIM.

Lacey Blankenship

By: Lacey Blankenship - Install Invoicing Administrator Date: July 24, 2019

Customer Acknowledgement: 
JOHN A. O'KEEFE - PRESIDENT

Date: 10-22-2019

This warranty is in effect once the Customer has acknowledged the terms set forth herein and a signed copy of the Warranty Certificate is received by ASSA ABLOY Entrance Systems US, Inc. Warranty Dept. 1900 Airport Rd, Monroe NC 28110



VT INDUSTRIES, INC.
1000 INDUSTRIAL PARK
HOLSTEIN IA 51025

PHONE 817-1410
FAX 817-712-1411
WWW.VTINDUSTRIES.COM



LIMITED LIFETIME WARRANTY

VTI Architectural Products, Inc. ("VT") warrants that all flush wood doors manufactured by VT ("Doors") shall be free from defects in materials and workmanship from the date of purchase from VT, subject to the following terms, conditions, tolerances and exclusions.

The owner's sole and exclusive remedy against VT shall be limited to repair or replacement of Doors determined to be defective or refund of the purchase price of the defective Doors only as determined by VT in its sole discretion. Should any Door become defective after being properly installed, VT will assess each situation and determine on a case-by-case basis whether it will pay any amount to remove, refinish and/or reinstall the Door. However, VT will not be liable for any removal, refinish and/or reinstallation costs when any defect is apparent prior to the original installation of the Door. Inspection of the Doors must be made upon receipt by owner and any claim must be received by VT within thirty (30) days after discovery of the defect(s). Failure to so notify VT shall fully and completely relieve VT from any obligation under this warranty. VT shall not be liable for any Door repaired or replaced without its prior written approval.

Record this information in case of claims

Customer C & M DOOR CONTROLS, INC.

Project _____

Location _____

VT Order # _____

Door Type(s) VFRE-02, 5P09-02, 5508-02

TOLERANCES

1. Stile, rail and show-through (telegraphing) on doors shall not be considered a defect unless the faces of the door vary from a true plane in excess of 1/100 inch in any three-inch span.
2. Warp shall not be considered a defect unless it exceeds 1/4" in the plane of the door itself. Warp is any distortion in the door itself, and does not refer to the relation of the door to the frame or jamb in which it is hung. For doors 1-3/4" or thicker, warp will not exceed 1/4" in doors 3'-6" x 7'-0" or smaller; nor will it exceed 1/4" in any 3'-6" or 7'-0" section of larger doors. For doors less than 1-3/4" thick, warp will not exceed 1/4" in doors 3'-0" x 7'-0" or smaller. Warp is measured by placing a straightedge on the concave face and determining the maximum distance from straightedge to door face.
3. Action on any claim for warping or for telegraphing may be deferred, at the option of VT, for a period of time not to exceed 12 months from the date of claim. If a door has been installed prior to such claim, the door must remain in the original hung installation during the period of deferment to permit conditioning of the door to humidity and temperature.

EXCLUSIONS

1. Unsatisfactory service or appearance caused by failure to follow the "Handling, Job Finishing and Installation Instructions" set forth below.
2. The appearance of field finished doors.
3. The appearance of doors with high gloss, transparent, or opaque finishes; or otherwise unorthodox finishes.
4. Natural variations in the color, texture, character or cut of the wood.
5. The warranty against warp does not apply to the following:

Revision Date 10.17.2018

- a. Doors with different face materials or veneer grain configurations on opposite sides of the door.
 - b. Doors that are improperly installed or do not swing freely.
 - c. Warp on doors less than 1-3/4" thick but larger than 3'-0" x 7'-0".
 - d. Appliques on one face of the door only, creating an unbalanced condition.
 - e. Applied mouldings exceeding 3-1/2" wide or covering more than 25% of the door face.
6. This warranty does not cover doors with:
- a. Cutouts for lights (lites) and/or louvers, any edge of which is nearer than 5" to any edge of the door.
 - b. Cutouts having less than 3-5/16" on non-rated & 20-minute fire doors, and less than 5" on 45-, 60-, and 90-minute fire doors between adjacent cutouts for unit locks, closures, or other hardware cutouts on flush doors; and cutouts having less than 1-1/2" on stile and rail doors and on non-rated SCL core flush doors.
7. Cracking of high pressure decorative laminate faced doors with openings cut by other than the manufacturer or its authorized representative. Radius of 1/4" at corners of openings must be maintained.
8. Door accessories, supplied by the manufacturer, for a period exceeding one year.
9. Doors altered by others.
10. Normal wear and tear, including wear-through of the finish, or deterioration for reasons other than material and workmanship of the door itself.
11. Incompatibility of hardware with a particular door construction.
12. Doors where self-tapping or combination metal/wood screws are used to attach surface-applied hardware.
13. Interior doors used in an exterior application. An exterior opening is defined as an opening that cannot be climate controlled for temperature and/or humidity on both sides.
14. Acoustical doors requiring hardware other than standard locks and hinges.
15. In order not to induce warp or excessive deterioration of your door, avoid using dark stains or paints on the door surfaces exposed to direct sunlight. Doors painted any dark color with exposure to sunlight will not be warranted.
16. Placement quantity or size of knots that are manufactured from any "knotty" species are not covered under the terms of this warranty.
17. Supa Collection or EnVivo Collection Doors.

HANDLING, JOB FINISHING AND INSTALLATION INSTRUCTIONS

Refer to VT USEFUL JOBSITE brochure online at www.vtindustries.com/ujs.

NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, ARE MADE, INCLUDING, BUT NOT LIMITED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. UNDER NO CIRCUMSTANCES SHALL VT BE LIABLE FOR ANY LOSS OR DAMAGE ARISING FROM THE PURCHASE, USE OR INABILITY TO USE ITS PRODUCTS, OR FOR ANY SPECIAL PUNITIVE, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. NO DEALER, DISTRIBUTOR, FABRICATOR, INSTALLER, AGENT OR EMPLOYEE OF VT HAS THE AUTHORITY TO ADD OR MODIFY THE OBLIGATIONS OR LIMITATION OF THIS WARRANTY. THIS WARRANTY SHALL BE INTERPRETED EXCLUSIVELY UNDER THE LAWS OF THE STATE OF IOWA. VT RESERVES THE RIGHT TO REVISE OR TERMINATE THIS WARRANTY AT ANY TIME. ONLY DOORS PURCHASED FROM THE EFFECTIVE DATE OF THIS WARRANTY THROUGH THE DATE OF ANY REVISION OR TERMINATION OF THIS WARRANTY WILL BE COVERED BY THIS WARRANTY.

Revision Date 10.17.2018



LIMITED WARRANTY AND REMEDY MATERIAL & WORKMANSHIP

This is to certify that Kawneer Company, Inc. or its applicable affiliate or subsidiary selling the Product ("Seller") warrants to its Customers and all subsequent purchasers and owners of the project incorporating Seller products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, that the products supplied by Seller on the project identified as:

Job Name : Freeman Hall

Order(s) #: 3984245

shall be free from material defects, in material and workmanship, for a period of **two (2) years** from the date of substantial completion of the project, provided however, that the limited warranty period shall begin in no event later than six (6) months from the date of shipment by Seller for the start of the warranty period hereunder.

This limited warranty ("Limited Warranty") applies only if Seller's products are installed and maintained according to Seller's recommended practices and installation instructions, and only to defects appearing within **two (2) years** from substantial completion of the project and only if Seller is notified in writing within sixty (60) days after such defects either (i) appears or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the claiming party to notify Seller within such period shall automatically relieve Seller of any and all responsibility and/or liability under this Limited Warranty.

THE WARRANTIES SET FORTH IN THIS LIMITED WARRANTY AND REMEDY ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR OTHER AGREEMENTS EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, WHICH ARE HEREBY DISCLAIMED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

In addition to Seller's standard Limited Warranty and Remedy, and applying solely and exclusively to Kawneer doors with welded corner construction, the corner construction joinery of these doors shall be free from material defects in workmanship and material for the normal, useful life of the door.

In addition to Seller's standard Limited Warranty and Remedy, and applying solely and exclusively to Kawneer Flushline doors, the corner construction joinery, core and laminate shall be free from material defects in workmanship and material for the normal, useful life of the door.



This Limited Warranty does not cover, and Seller hereby disclaims all liability for, the installation of Seller's products, any particular application or selection of the product for any particular project or design, any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Seller products, or any lack of performance of Seller products attributable to such items. SELLER PRODUCTS ARE PRODUCED FOR COMMERCIAL APPLICATIONS. THIS LIMITED WARRANTY DOES NOT COVER, AND SELLER HEREBY DISCLAIMS ALL LIABILITY FOR, ANY PRODUCTS USED IN RESIDENTIAL INDIVIDUAL DETACHED SINGLE FAMILY DWELLINGS, ANY PRODUCTS WHICH HAVE BEEN SUBJECT TO ABUSE, ALTERATION, NEGLIGENCE, MISUSE, ABNORMAL USE, ACCIDENT, FIRE, WAR, FLOOD, EARTHQUAKES, ACTS OF GOD, OR TO WHICH PARTS, NOT SUPPLIED BY SELLER HAVE BEEN ADDED, OR TO DEFECTS CAUSED BY DEPRECIATION OR NORMAL WEAR. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Seller and shall be final and binding upon all parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Seller, however caused, and whether such claim is based upon breach of representation, warranty, condition, contract (fundamental or otherwise), tort (including negligence), strict liability, or any other theory is limited to, at Seller's option, repair or replacement of such products or repayment by Seller of the purchase price paid for it. The remedy with respect to claims made relating to Seller doors excludes the replacement of glass, gaskets, hardware, immediate framing, temporary enclosures or any related labor or installation costs. In no event does Seller's warranty cover the cost of labor or sundry materials required to remove and/or replace any defective product.

The products repaired, replaced, or otherwise restored shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the claiming party or any other party the right to proceed with repair, replacement, or restoration, without written notice and agreement by a duly authorized officer of Seller. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

SELLER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER'S ORIGINAL PAYMENT MADE TO SELLER FOR PRODUCT FURNISHED BY SELLER. IN CONSIDERATION OF THIS LIMITED WARRANTY, SELLER SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN, OR INSTALLATION OF THE PRODUCT, OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only warranty made in the connection with the sale and distribution of the Seller's products. No representative or any other person is authorized to make or makes any warranty, representation, or promise with respect to the Seller products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Seller unless made in writing and signed by a duly authorized officer of Seller.

Laws and building and safety codes governing the design and use of Kawneer products, such as glazed entrance, window and curtain wall products vary widely. Kawneer does not control the selection of product configurations, operating hardware or glazing materials, and assumes no responsibility therefor.



All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices is to be given, as follows:

(a) Kawneer: Kawneer Company, Inc.
Attn: Warranty Department
555 Guthridge Court
Norcross, GA 30092

(b) Customer: C & M DOOR CONTROLS INC
20 MARKLEY STREET
PORT READING, NJ 07064

All such notices as set forth above shall be considered served when received.

Customer's agreement to and acceptance of this warranty shall be indicated by signing and returning a copy of this document to Kawneer.

Kawneer Company, Inc.
Diana B. Perreiah

President, Arconic Building and Constructions Systems

Date Issued: 2/9/2021

Accepted By:

Customer: _____

By: _____

Signature: _____

Title: _____

Date Signed: _____

Sales Terms and Conditions

These Sales Terms and Conditions shall be the sole terms and conditions governing the sale of goods by Kawneer Company, Inc. or any of its subsidiaries and affiliates ("Seller") selling Products to a purchaser ("Customer"). The identity of Customer, the identity of the goods being purchased (the "Products"), the quantity of Products being purchased, the destination for delivery of the Products, and other material information concerning Customer's order shall be set forth in Customer's purchase order (the "Purchase Order") and provided to Seller. These Terms and Conditions are hereby incorporated into and made a part of each such Purchase Order.

All orders are subject to approval and acceptance by a duly authorized representative of Seller. Upon the earlier of Seller's written acceptance of the Purchase Order or acceptance by Customer of Products furnished by Seller in response to such Purchase Order, the Purchase Order, the written acceptance, if any, and these Terms and Conditions shall be the complete and final agreement (the "Agreement") between Seller and Customer with respect to the purchase and sale of Products identified in the Purchase Order, provided, however, that any pre-printed or form language appearing in Customer's Purchase Order shall not become a part of the Agreement.

SELLER'S ACCEPTANCE OF ANY CUSTOMER PURCHASE ORDER IS EXPRESSLY MADE CONDITIONAL UPON CUSTOMER'S ACCEPTANCE OF THESE TERMS AND CONDITIONS, AND SELLER OBJECTS TO ANY ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS, WHETHER CONTAINED IN CUSTOMER'S PURCHASE ORDER OR OTHERWISE. SELLER WILL NOT BE DEEMED TO HAVE WAIVED THESE TERMS AND CONDITIONS OF SALE IF SELLER FAILS TO OBJECT TO PROVISIONS CONTAINED IN CUSTOMER'S PURCHASE ORDER, OTHER FORMS OR OTHERWISE. It is Customer's obligation to sign this sales agreement but Customer's acceptance of the product will constitute Agreement to these terms whether Customer has sign sales Agreement or not.

DETERMINATION OF PRICE:

Prices given herein are list prices, unless otherwise specified, and are subject to discounts prevailing at the time the order is received. Prices shown do not include Provincial Sales Tax or Goods & Services Tax or any other tax or government charge upon the production, sale or shipment of material which is effective within the life of the sales contract, all of which will be paid by the Customer. All prices are subject to change without notice, and are not guaranteed against change. Inventory adjustments will not be made. Stenographic and clerical errors made by Seller on an acknowledgement or invoice shall be subject to correction.

NOTE: In the event that a discrepancy arises between the index and the body of the price catalog, the information contained in the body of the catalog will take precedence.

PRICE PROTECTION:

In the event of a price decrease, unshipped orders, with the exception of special sales contracts covered by a lot or job estimates, will be invoiced at the new and lower prices. In the event of a price increase, orders on hand will be invoiced at the prices in effect when the orders were received, provided, however, those shipments are made at Seller's convenience thereafter. Seller quotations on specific jobs made in writing by Seller are valid (or firm) for thirty (30) days.

ACCEPTANCE OF ORDERS:

The acceptance of orders constitutes a complete and binding contract which cannot be modified or canceled without written consent of Seller, except that all orders are accepted subject to delays caused by strikes, fires or any other causes (including those set out in the section "Force Majeure" below) beyond the control of Seller. All orders are accepted subject to governmental regulation on material usage, whenever applicable.

MINIMUM ORDER SIZE:

Orders of less than \$100.00 list price will be billed at list price with no discount. All painted orders will be invoiced at a minimum of \$500.00 net per paint color.

PAYMENT:

Seller stated payment terms are Net 30 day from date of invoice, unless otherwise approved in writing by a duly authorized representative of Seller. Early payment discounts are available. Please contact the Seller Credit Department for additional information. Receipt of payment by the purchaser is not a condition of payment to Seller. Purchaser's unsatisfactory credit status shall be cause for cessation of deliveries. It is the Customer's responsibility to ensure full and effective payment for goods is received by Seller in accordance with its instructions. Seller accepts no responsibility for improperly directed payments, whether due to fraud, deception, or any other cause or by electronic or any other means.

CREDIT CARD PAYMENT (U.S. Customers Only):

Seller will accept credit card payments. Credit Card invoices are paid immediately upon shipment. No early payment discounts are available with credit card payments. Please contact the Seller Credit Department for additional information.

FREIGHT CHARGES AND RISK OF LOSS:

Unless stated otherwise, all items are shipped F.O.B. Seller manufacturing facility or service center.

CLAIMS:

No claims due to errors, shortages or rejection because of defects or defective materials ascertainable on visual inspection will be considered unless reported to Seller within ten (10) days after receipt of shipment. Claims for damages resulting from delays or use of defective materials will not be honored.

DELIVERY:

Orders should include complete shipping instructions. Seller reserves the right to ship as it deems advisable unless specific instructions are given. Seller will use reasonable efforts to meet delivery dates but such dates are deemed approximate and Seller shall be allowed a reasonable variance from all such dates. In no event is Seller subject to any charges, penalties, liquidated damages, back charges, penalties or liability of any kind for delayed delivery. Seller shall not be liable for damages caused by delays in delivery by carriers. Customer will file claims with carrier for all shortages, damages, or delays delivered by common carriers.

FORCE MAJEURE:

Seller shall not be liable for delays or inability to perform due to strikes, labor disputes, lockouts, fire, flood, war, declared or undeclared, insurrections, riots, outbreaks of infectious disease, epidemics, pandemics, acts of God, embargoes by foreign nations, inability to obtain or unusual delay in obtaining materials, shortages of power needed to operate Seller facilities, governmental regulations or priorities, or any other cause beyond the control of Seller. In case of any delays in receipt or shortages of materials or shortages of power needed to operate Seller facilities, Seller reserves the right in its sole discretion to determine the assignment of materials, and the order of priority in filling orders. Seller also reserves the right in its sole discretion to cancel order by written notice in the event Seller believes that by reason of the foregoing it will



not be able to meet the scheduled completion date.

INDEMNIFICATION:

Customer is solely responsible for proper selection and installation of Seller products as well as the incorporation of Seller products into other products (if this is applicable). Customer agrees that it will use Seller products only for their intended uses and according to specifications and limitations established by Seller from time to time. Customer acknowledges and agrees that Seller Products are to be used for commercial applications and not intended for individual single family homes. Customer shall indemnify, defend and hold Seller harmless from and against any and all damages arising out of or relating to use in individual single family residences, and improper product selection, application, use, misuse, neglect, abuse of products or incorporation of products or transportation of products.

NO LIABILITY FOR LOCAL LAWS OR CODES:

Laws and building and safety codes governing the design and use of glazed entrance, window and curtain wall products vary widely. Seller does not control the selection of product configurations, operating hardware or glazing materials, and assumes no responsibility therefore.

It is the responsibility of the Customer to determine at the time of order entry or revision, whether Seller material and products meet any federal, state, provincial and /or local law interpretation and regulations, including those relating to building construction, safety and to the Americans with Disabilities Act of 1990 and any other similar federal, state, provincial or local statutes.

ORDER CANCELLATION AND CHANGE CHARGES:

In the event a Customer changes an order or cancels or partially cancels an order that has already been accepted by Seller, Seller may assess a charge to the Customer for costs incurred in performance of that portion of the order that has been changed or cancelled up to and until the time Seller receives notice of the change or cancellation. Customer orders for special materials (those not described in the effective price book), or for products fabricated specifically to Customer's dimensions or other specifications, or where special materials or services are procured by Seller for use on Customer's order, or where drafting or take-off services have been performed, will be subject to charges for cancellation or change for those costs incurred in performance of that portion of the order that has been cancelled or changed up to and until the time Seller receives notice of the change or cancellation.

SECURED CREDIT TERMS:

No cash discount is allowed on merchandise delivered by truck, C.O.D. (including Parcel Post and Rail Express), and sight draft bill of lading on a net basis.

BALANCE DUE MATERIALS:

Any portion of an order not included in an original shipment because of shortage of stock or other cause beyond Seller's control will be invoiced at the same price and on the same terms as if included in the original shipment. If the balance due shipment weighs 100 pounds or more, the transportation charge will be based on the combined weight of the original and balance due shipments. If the balance due shipment weighs less than 100 pounds, Seller will prepay and absorb the freight on that portion of the order.

RETURNED MATERIAL:

Seller will not accept any material returned for credit unless such return has been previously authorized in writing by Seller. Returns must be requested by Customer within thirty (30) days of receipt of material. Customer must return material within thirty (30) days of receipt of written authorization from Seller. Material returned under such an authorization will be subject to regular inspection by Seller. If found saleable without requiring reconditioning or further work, credit will be issued in the amount invoiced less a handling charge of 15% returned material charge or \$100.00 net, whichever is greater. No credit will be issued for goods produced to order, not meeting inspection requirements or for goods received more than thirty (30) days after authorization to return. All shipping charges for returns are the responsibility of the Customer.

INSTALLATION:

Seller hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result from improper installation of its products. It is the responsibility of the Customer purchasing a Seller product to ensure that the Seller product is installed properly and in accordance with Seller's printed instructions. This responsibility is retained by Customer even though the product may be resold for installation by a third party. Seller will not be liable for damages and costs that result from improper installation of Seller products, regardless of who actually performs the installation.

RESIDENTIAL USE:

Seller hereby disclaims all liability for, and is not responsible or liable for, any damages or costs that may result herein from use of its products in individual single family dwellings.

INTELLECTUAL PROPERTY/CONFIDENTIALITY:

Intellectual/industrial property rights inherent in the documents provided, manufacturing processes, methods, inventions, tooling, as well as know how acquired prior to or during the course of performance hereunder shall remain the exclusive property of Seller. These rights may only be transferred to Customer under a written agreement is signed by both parties and which includes financial consideration. Unless otherwise agreed to in a non-disclosure agreement executed by the parties, (i) Seller will not be bound by any obligations of confidentiality or non-disclosure and (ii) all information disclosed by Seller to Customer is confidential information and Customer agrees to protect such information and not to disclose it or use it for a period of two years following Seller's last shipment of goods or provision of services to Customer. Seller does not grant to Customer, and nothing contained herein will obligate or be construed to obligate Seller to grant to Customer, any license under any patents, trademarks, copyrights, trade secrets or other intellectual property owned by Seller. Further, as a condition of sale of Products, without Seller's express, written consent, Customer shall not: (a) use Seller's trademarks in any attempt to resell Products; and/or (b) compare, in a public forum, document, or website, any Products to any other goods made, used, offered for sale, and/or sold by Seller. Except for data that Seller has agreed to provide as a deliverable, or data customarily provided by Seller for quality control purposes (which Customer must keep confidential and use solely for such purposes), Seller shall not be required to deliver any data concerning its manufacturing processes.

ENTIRE AGREEMENT:

The Limited Warranty and Remedy and Other Terms and Conditions set forth the entire agreement between the Customer and Seller relating to the sale of Seller's Products to Customer. Any additional or different terms in the Customer's forms are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given.

GOVERNING LAW AND VENUE:

The sale of Seller products hereunder with shipping addresses located in the United States shall be governed by the laws of the State of Delaware, excluding its laws related to choice or conflicts of law. The sale of Seller products hereunder with shipping addresses located in Canada shall be governed by the laws of Ontario and the federal laws of Canada applicable therein. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Seller products. Any and all disputes between the parties that may arise pursuant to this order will be heard and determined before an appropriate arbitrator, federal, or state court located in Wilmington, Delaware. The Customer hereto acknowledges that such court has the jurisdiction to interpret and enforce the provisions herein and/or an arbitrator's judgment, and the Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.

ATTORNEY'S FEES:

If any action or proceeding is commenced to enforce or interpret any of the provisions of this

agreement, and Seller is the prevailing party in any such action or proceeding, then Seller shall be entitled to recover its reasonable attorneys' fees, expert witness fees, costs of suit and expenses, in addition to any other relief to which Seller may be entitled. As used herein, Seller is a "prevailing party" when, including but without limitation, a party dismisses an action against Seller for recovery hereunder in exchange for payment of sums allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action brought by such party.

MISCELLANEOUS:

(a) Headings used herein are for convenience only and shall not be used for interpretive purpose. (b) A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver. (c) If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected. (d) These terms and conditions will survive the fulfillment of any purchase order.

TOOLS AND DIES:

Charges made for dies and tools do not convey to the Customer title or the right to remove them from the Seller facility.

SAMPLES:

Standard samples are available at cost (net). Standard samples are shipped from the Seller Marketing Communications Department in Norcross, Georgia. Custom samples are not available through the Marketing Communications Department and must be ordered on a standard order form.

SPECIAL LENGTH CHARGES:

For special length painted material requirements, consult with a Seller Customer Service Coordinator for pricing.

For special length anodized material requirements, the following charges apply:

1-25 stock lengths:	Use part number 036426, \$200.00 net set up charge per shape.
More than 25 stock lengths:	No setup charge.

CUT-TO-SIZE ORDERS:

Orders for materials cut-to-size will be billed at the Customer's CMP price per foot. In addition, a \$35 net price per cut piece charge will be applied to the invoice under part number 036425 and cut offs will not be shipped.

SHOP DRAWINGS:

Seller products may be detailed by Seller to confirm specifications. In such cases, drawings will be submitted to the Customer for approval. Seller will fabricate in accordance with dimensions and specifications shown on the Customer approved drawings but will take no responsibility for failure of the Customer to check drawings against job site conditions or for any other purpose. Special entrances cannot be scheduled for production until the approved detail, with the Customer's signature, has been received, and all special hardware is in Seller's possession. Changes made to any drawing after approval of details by Customer may involve additional charges on the order.

DOUBLE BOX CHARGE:

Seller offers a double box option for additional protection of your material during shipment. Use part number 036598 at \$20.00 list. The charge will be applied per box.



ILLUSTRATIONS:

The illustrations within catalogs are for part identification only, and do not indicate size or proportions by comparison.

PUBLICITY:

Customer agrees to permit Seller to use Customer s name and/or mark in Seller s publicity, advertising, marketing, social-media, or product-related literature (Publicity). The form and placement of Customer s name and/or mark on Seller s Publicity will be subject to Customer s prior review and approval, such approval not to be unreasonably withheld, conditioned or delayed.



LIMITED WARRANTY AND REMEDY ANODIZED FINISHES

This is to certify that Kawneer Company, Inc. (hereinafter "Kawneer") hereby warrants to its customers and all subsequent purchasers and owners of the project incorporating Kawneer products (hereinafter "Customer(s)"), subject to every term, condition and limitation stated herein, that the anodized finishes applied to the aluminum material (hereinafter "Metal") on the project identified as:

Job Name : **Freeman Hall**

Order(s) #: **3984245**

for a period of two (2) years for Class II finishes and **(5) years** for Class I finishes from the date of substantial completion of the project, provided however, that the Limited Warranty shall begin in no event later than six (6) months from the date of shipment by Kawneer for the start of the warranty period hereunder.

- * Will not change color more than five (5) DEcmc as determined per AAMA 611.
- * Will not crack, blister, check or peel.

THIS LIMITED WARRANTY WILL NOT APPLY TO OR COVER, AND KAWNEER HEREBY DISCLAIMS ALL LIABILITY FOR ANY OF THE FOLLOWING:

- * defects caused by depreciation or normal wear or other occurrences beyond Kawneer's control;
- * damage to the finish occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished Metal prior to installation;
- * water damage due to condensation caused by improper repackaging of the finished Metal prior to installation;
- * damage to the finished Metal caused by handling, shipping and/or installation, or by use of the Metal with any parts, gaskets, glazing materials, components or sealants of other manufacturers used with Kawneer products, or any lack of performance of Kawneer products attributable to such items;
- * damage due to finished Metal caused by exposure to caustic or acidic materials;
- * any particular application or selection of the Metal for any particular project or design;
- * any application of the anodized finish on any Metal that is also hardware; and
- * any product which has been subject to abuse, alterations, modification, neglect, misuse, abnormal use, accident, fire, war, flood, falling objects, external forces, earthquakes, acts of God, or to which parts not supplied by Kawneer have been added.

A systematic maintenance program must be instituted by the purchaser or user to prevent the build-up of deposits on the anodized surface such as dirt and salt. The surface must be cleaned at least annually in accordance with AAMA 609 & 610 so as to prevent the accumulation of these harmful deposits. More frequent cleaning may be reasonably required in some geographical environments such as heavy industrialized or coastal areas.

A FAILURE TO INSTITUTE AND REASONABLY EVIDENCE A SYSTEMATIC MAINTENANCE PROGRAM AS DESCRIBED ABOVE WILL VOID THIS WARRANTY.

All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Kawneer and shall be final and binding upon the parties.



The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by Kawneer, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory, is limited to, at Kawneer's sole discretion, replacement or refinishing of the defective Metal or repayment by Kawneer of the purchase price paid to it. Refinishing of the defective Metal shall be performed by using standard finishing practices and materials as selected by Kawneer. Kawneer reserves the right to approve any contract for refinishing of defective Metal. The warranty on any refinished and/or replacement coated Metal shall continue for the remainder of the original warranty period. At no time does this warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration, without written notice and agreement by a duly authorized officer of Kawneer. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this warranty becoming null and void.

IN NO EVENT SHALL KAWNEER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY.

Claims under this Limited Warranty must be made to Kawneer in writing within sixty (60) days after discovery of the defective finished Metal. Failure of the claiming party to notify Kawneer within such period shall automatically relieve Kawneer of any and all responsibility and/or liability. Kawneer must be given a reasonable opportunity to inspect the finished Metal claimed to be defective. In the event of a claim under the warranty, Customer shall furnish proof of the date of substantial completion and shall demonstrate that the failure of the product was due to a breach of the warranty stated herein.

This Limited Warranty will apply only to Metal which is supplied by Kawneer and used within North America (United States, including Hawaii, and Canada) unless Kawneer agrees otherwise in writing.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on Kawneer unless made in writing and signed by a duly authorized officer of Kawneer.



All notices given under or pursuant to this Limited Warranty shall be in writing and sent by registered mail, postage paid, return receipt requested, to the party to whom such notices are to be given, as follows:

- (a) Kawneer: Kawneer Company, Inc.
 Attn: Warranty Department
 555 Guthridge Court
 Norcross, GA 30092

- (b) Customer: C & M DOOR CONTROLS INC
 20 MARKLEY STREET
 PORT READING, NJ 07064

All such notices as set forth above shall be considered served when received.

Customer's agreement to and acceptance of this warranty shall be indicated by signing and returning a copy of this document to Kawneer.

Kawneer Company, Inc.
Diana B. Perreiah

President, Arconic Building and Constructions Systems

Date Issued: 2/9/2021

Accepted By:

Customer: _____
By: _____
Signature: _____
Title: _____
Date Signed: _____

Request for Taxpayer Identification Number and Certification

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

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. C&M Door Controls, Inc.</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 20 Markley Street</p> <p>6 City, state, and ZIP code Port Reading, NJ 07064</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional) Interlocal Purchasing System (TIPS) 4845 US Hwy 271 North Pittsburg, Texas 75686</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
or										
Employer identification number										
2	2		-	2	0	3	5	3	0	6

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	<p>Signature of U.S. person ▶ </p>	<p>Date ▶ <u>3/18/2021</u></p>
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General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.