

SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

BOARD AGENDA ITEM – September 20, 2022

DEPARTMENT/SCHOOL INITIATED AGREEMENT **BW 23-076-BW-WH – Haas EDU CNC Machines and Related Services for Bayside High School**

<input checked="" type="checkbox"/> (BW) Bids Waived <input type="checkbox"/> (A) Agreement

REQUESTOR: Career and Technical Education **Legal Review Required:** Yes No
Standard Template Used with No Changes: Yes No
Standard Template Type: N/A

VENDOR NAME	AMOUNT AWARDED	REQUIRED PRODUCTS/SERVICES
Hass Automation, Inc.	\$48,982.60 \$45, 235.75	MINIMILL-EDU TL-A-EDU
Total	\$94,218.35	

<input type="checkbox"/> Contract Renewal	New Contract Amount	\$94,218.35
<input type="checkbox"/> Recurring Contract	Previous Contract Amount	N/A
<input checked="" type="checkbox"/> New Contract	Variance	N/A

PRICE INCREASE / DECREASE EXPLANATION: N/A

DISCUSSION:

The requirement for requesting competitive solicitations for commodities or contractual services from three or more sources is hereby waived as authorized by Section 1010.04(4)(a), F.S., for the purchase by district school boards of educational services and any type of copyrighted materials, where such materials are purchased directly from the producer or publisher, the owner of the copyright, an exclusive agent within the state, a governmental agency, or a recognized educational institution.

A vendor-provided agreement has been used along with the standard amendment template which was approved by Legal Services on August 31, 2022.

CONTRACT TERM:

This is a one-time purchase.

RECOMMENDATION:

It is the recommendation of Dr. Stephanie Soliven, Assistant Superintendent of Secondary Leading & Learning, and Rachel Rutledge, Director of Career and Technical Education to approve the attached Bids Waived purchase in the amount of \$94,218.35.

AUTHORITY FOR ACTION:

Florida Administrative Code 6A-1.012 (11)(b)



TL-1-EDU PROPOSAL

PROPOSAL: **TSE4157**

DATE: **8/31/2022**

PREPARED FOR:

CHRIS EAVES

BAYSIDE HIGH SCHOOL

1901 DEGROODT RD SW

PALM BAY FL 32908-1206

PREPARED BY:

VICTOR PEREZ

vperez@haasflorida.com



QUOTATION

TL-1-EDU

\$26,995.00

Travels

X Axis	203 mm / 8.0 in
Z Axis	762 mm / 30.0 in

Options

1800-rpm Spindle, A2-5	Included
Standard Program Memory, 1 GB	Included
Chip Enclosure	Included
Early Power-Failure Detection Module	Included
Ethernet Interface	Included
HaasConnect: Remote monitoring	Included
HaasDrop	Included
Media Display M-Code; M130	Included
Control Touch Screen	Included
WiFi Connection for the Haas Control	Included
Inch Measurement Units	Included
4-Station Tool Turret	\$ 8,095.00
LOW-VOLT	Included
8" Manual 3-Jaw Chuck, A2-5	\$ 1,695.00
6-Month Extended Warranty	\$ 1,395.00

Haas Tooling

MCLNR16-4D, 1" Square Steel Shank Turning Toolholder, Multi-Lock x 2	\$ 171.90
A08K-SCLCR3, 1/2" Diameter Steel Shank Boring Bar, Screw-Lock, Through-Tool Coolant	\$ 67.95
A16R-SCLCR3, 1" Diameter Steel Shank Boring Bar, Screw-Lock, Through-Tool Coolant	\$ 96.95
HETHR100-16, 1" Square Steel Shank External Threading Toolholder, Screw-Lock	\$ 113.95
HITHR500-16, 3/4" Diameter Steel Shank Internal Threading Bar, Screw-Lock	\$ 53.95
HGER16-3, 1" Square Steel Shank External Grooving Toolholder	\$ 75.95
CNMG431-HFF / CNMG120404-HFF, Carbide Turning Insert, 80° Rhombic, Grade HTP25 - Pack of 5	\$ 19.95
CCMT3252-HMP / CCMT09T308-HMP, Carbide Turning Insert, 80° Rhombic, Grade HTP25 - Pack of 5	\$ 15.95
ER16-AG60-CFA Threading Insert, Grade HU30T - Pack of 10	\$ 43.95
IR16-AG60-CFA Threading Insert, Grade HU30T - Pack of 10	\$ 43.95
HGMN300-G, 3mm Carbide Grooving Insert, Grade HU30 - Pack of 10	\$ 99.95
CNMG433-HRH / CNMG120412-HRH, Carbide Turning Insert, 80° Rhombic, Grade HTP25 - Pack of 5	\$ 19.95
4MT #4 Morse Taper Live Center, High Precision	\$ 379.95
HID3, 3/4" Diameter Indexable Drill Kit, HP Chip Breaker, 3XD, Grade PM35 :	\$ 208.95
- 01-0022 HID3, 3/4" Diameter Indexable Drill Body, 1" Shank, 3XD, 2 Inserts (Size C), TSC	
- 02-0028 HID, Periphery Carbide Indexable Drill Insert (Size C), HP Chip Groove, Grade PM35 - Pack of 5	
- 02-0029 HID, Center Carbide Indexable Drill Insert (Size C), HP Chip Groove, Grade PM35 - Pack of 5	
HID3, 1" Diameter Indexable Drill Kit, HP Chip Breaker, 3XD, Grade PM35 :	\$ 232.95
- 01-0024 HID3, 1" Diameter Indexable Drill Body, 1" Shank, 3XD, 2 Inserts (Size D), TSC	
- 02-0030 HID, Periphery Carbide Indexable Drill Insert (Size D), HP Chip Groove, Grade PM35 - Pack of 5	
- 02-0031 HID, Center Carbide Indexable Drill Insert (Size D), HP Chip Groove, Grade PM35 - Pack of 5	
3mm Insert Width Complete Cut-Off Kit, 1" Shank, Grade HU30 :	\$ 276.95
- 01-0151 HTB-100, 1" Steel Shank Tool Block	
- 01-0154 HCB-3, Cut-Off Blade (3mm Insert)	
- 02-0493 HCI-3R, 3mm Carbide Cut-Off Insert, Grade HU30 - Pack of 10	
- 06-0084 SW15S Cut-Off Wrench	

Machine & Options Total	\$ 38,180.00
Haas Toolings Total	\$ 1,923.15

MACHINE TOTAL **\$ 40,103.15**

ADDITIONAL ITEMS

TL 1 EDU Freight : Estimated Freight, Rigging Not Included, Price Subject to Change.	\$ 3,432.60
ON Sight Training	\$ 1,700.00

* Not available for field installation

TOTAL INVESTMENT

\$45,235.75

Payment Terms School Net 45

Comments by Victor Perez

shipping terms to be F.O.B. destination to be in line with the Net45 day payment.



Amendment 1
To Agreement Between
The School Board Of Brevard County, Florida
and
Haas Automation, Inc.
For Purchase of TL-1-EDU

THIS AMENDMENT (hereinafter referred to as "Amendment") to the agreement identified above (referred to as the "Agreement") by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and Haas Factor Outlet Florida - Trident Southeast, LLC whose business address is 913 US Hwy 301 S, Tampa, FL 33619 , (hereinafter referred to as "Contractor"), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the Terms and Conditions of the TL-1-EDU Proposal through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Section 4. PAYMENT TERMS is revised to read:
In accordance with the Local Government Prompt Payment Act, Florida Statute ch. 218, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.
2. Section 6. RISK OF LOSS is hereby omitted.
3. Section 16 APPLICABLE LAW; VENUE is revised to read:
This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
4. Add the following clauses to the agreement:

- a. **E-Verify.** Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

b. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD

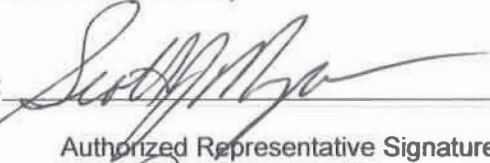
5. The above recitals are true and correct and are hereby incorporated by reference.
6. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed

this Amendment on the day and year below written.

HAAS AUTOMATION, INC.

By: 
Authorized Representative Signature

Date: 8/31/22

Print Name: Scott J Myre

Title: President

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement Department.
New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.



TERMS AND CONDITIONS

1. STANDARD TERMS: This document contains the standard terms and conditions (the "Terms") applicable to dealings between Morris Florida, LLC ("SELLER") and its customers, including the customer signing this document below ("BUYER"). The Terms are incorporated into, and a material part of: (a) each proposal to sell goods ("Goods") and, if applicable, ancillary services ("Services") made by SELLER to BUYER (a "Proposal"), (b) each order to purchase Goods and/or Services submitted by BUYER to Seller (an "Order"), (c) each acceptance of an Order by SELLER (an "Acceptance"), (d) each invoice issued by SELLER (an "Invoice"), and (e) all other documents exchanged between SELLER and BUYER pertaining to any ORDER (each Proposal, Order, Acceptance, Invoice or other relevant document is a "Document"); in each case regardless of whether the Terms are referred to in the Document and regardless of whether the Document is submitted or provided electronically, on paper or otherwise. The Terms shall control over any contrary terms or conditions set forth in any Document, regardless of when the Document may be provided by BUYER to SELLER or SELLER to BUYER, except as expressly agreed by SELLER and BUYER in a writing specifically described as an amendment of the Terms, and SELLER and BUYER expressly object to any contrary terms or conditions.

2. PROPOSALS AND ORDERS:

- a) A Proposal is valid for 30 days from the date shown on it unless otherwise specified in it.
- b) A Proposal does not constitute a firm offer, but is rather an invitation to BUYER to place an Order.
- c) All Orders shall be in writing. All Orders shall be subject to written Acceptance by SELLER.
- d) SELLER is not the manufacturer of any of the Goods. All weights, measurements and other specifications of Goods set forth in Proposals, Orders and Acceptances are estimates based on information provided by the manufacturer, and SELLER shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Goods are non-binding in detail, and BUYER acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. BUYER acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that Goods are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Goods set forth in any Proposal, Order, Acceptance or other Document shall expand or otherwise affect SELLER's warranty obligations as set forth in Section 7.
- e) Any production estimates provided by SELLER are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of SELLER. All time study figures relating to Goods are only estimates based on information provided to SELLER pertaining to finish required, machine-ability of the Goods, amount of material to be removed, BUYER's operating conditions and similar factors.
- f) SELLER retains the right to correct in its Acceptance any clerical error contained in a Proposal or an Order. BUYER agrees to promptly notify SELLER of any suspected clerical error in a Proposal.

3. PRICES:

- a) All prices listed in a Proposal are F.O.B. Ship Point (i.e., manufacturer's factory, port of entry or stocking warehouse) unless otherwise specified. Prices are subject to change without notice until confirmed by SELLER in its Acceptance.
- b) Prices quoted in a Proposal do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Goods or Services, and all sales are made subject to applicable taxes, the entire amount of which BUYER agrees to pay. BUYER shall provide SELLER with any applicable tax exemption certificates acceptable to appropriate taxing authorities together with an Order. BUYER shall indemnify and hold SELLER harmless from and against the imposition and payment of such taxes. SELLER may in any Invoice or separately bill BUYER at any time for any such taxes, in which case BUYER shall pay the same to SELLER, but SELLER shall not be obligated to do so.
- c) All freight and rigging quoted in a Proposal is subject to change until confirmed by SELLER in its corresponding Invoice.
- d) SELLER will be compensated for all service work performed by SELLER on Goods not covered by manufacturer's warranty or after the manufacturer's warranty period has expired at SELLER's then prevailing rate, plus all expenses, transportation, material and parts.

4. PAYMENT TERMS: Subject to SELLER's credit approval of BUYER:

- a) The terms of payment with respect to any Order shall be as specified in the Proposal or the Acceptance applicable to the Order (with the Acceptance controlling if differing terms are specified). If terms of payment are not specified in a Proposal or Acceptance, then BUYER shall pay 20% of purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") 70% of the purchase price, 2 business days prior to factory completion date of Goods and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). In the case of leased and financed Orders, the Final Payment is due upon the sooner of BUYER's signing the delivery slip or acceptance or installation of Goods, but in no event later than 30 days from SELLER's shipment of Goods. In the case of Orders containing SELLER Showroom and Inventory Goods, the BUYER shall pay 90% of the purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). Any unpaid amount shall bear interest from the due date until payment at a rate equal to the lesser of 2% per month or the maximum percentage permitted by law. Delays in installation and/or delays in operation of Goods caused by damage, warranty service or warranty replacement of parts or

otherwise shall not extend or alter time for payment.

b) BUYER shall pay all of SELLER's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.

c) To secure the Obligations, BUYER hereby grants SELLER a first priority security interest in all Goods sold by SELLER to BUYER, any accessions thereto and any insurance, sale or other proceeds of the foregoing (the "Collateral"). For these purposes, the "Obligations" means all amounts due to SELLER in connection with Goods and/or Services sold to BUYER, including without limitation purchase price, taxes and all fees, expenses and reasonable attorneys' fees incurred by SELLER pursuant to or in connection with the Terms, the Obligations or the Collateral. BUYER agrees to insure the Collateral against loss or damage by fire or other risks and hazards in an amount no less than the replacement value of the Collateral, and upon request to provide SELLER with evidence of such insurance identifying SELLER as loss payee as its interests may appear. BUYER authorizes SELLER to file with applicable governmental authorities financing statements and similar instruments describing the Collateral without the signature of BUYER. Upon BUYER's default in any payment or other performance under the Terms, SELLER may, in its sole and absolute discretion, declare all Obligations immediately due and payable without demand, protest or other notice of any kind, and SELLER shall have the right to repossess the Collateral (BUYER hereby granting SELLER a right of access to BUYER's premises for such purposes) and all other remedies of a secured party under the Uniform Commercial Code as in from time to time in effect in Connecticut.

5. SHIPPING:

a) Goods subject to an accepted Order shall be sent to the address listed in the applicable Proposal.

b) Shipping schedules identified in a Proposal are approximate and subject to confirmation by SELLER with the manufacturer following SELLER's issuance of its Acceptance, despite anything set forth in an Order or other Document.

c) SELLER shall endeavor to accommodate BUYER's requested delivery schedule, but shall have no liability for loss to BUYER, whether direct, incidental and/or consequential, as a result of delays.

6. RISK OF LOSS: The risk of loss or damage to Goods shall pass to BUYER when Goods are placed with a carrier for delivery to BUYER. The carrier shall be deemed to be acting for and on behalf of BUYER, and the terms of payment for Goods shall not be affected by damage to or destruction of Goods.

7. WARRANTIES; REMEDIES:

a) Goods -- SELLER is NOT a manufacturer, and all Goods are manufactured by others. Accordingly, SELLER is not making and shall not make any warranties with respect to Goods other than that SELLER shall convey to BUYER good and marketable title to Goods. Other warranties available to BUYER are those, if any, extended by the manufacturer, to the extent they are in force and effect and may be assigned to BUYER. SELLER shall, upon written request, assign to BUYER any assignable rights SELLER has under the manufacturer's warranties. THE MANUFACTURER'S WARRANTY, IF ANY, AND SELLER'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

b) Services -- SELLER warrants that Services will be performed in a workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

c) Remedies -- If SELLER breaches any warranty granted by SELLER with respect to the Goods, SELLER'S sole responsibility shall be to repair, replace or refund the purchase price for the applicable Goods, as determined in SELLER's sole and absolute discretion. If SELLER breaches any warranty granted by SELLER with respect to Services, Seller shall either refund the portion of the purchase price relating to the defective Services or correct the defective Services, as determined in SELLER's sole and absolute discretion.

d) Limitation of Damages -- If SELLER breaches any of the Terms (including by breach of its warranties), BUYER's remedies shall be limited as set forth in Section 7c) and this Section 7d). SELLER shall not be liable for any of BUYER's indirect, incidental, special or consequential damages relating to or arising from the breach, or punitive damages of any nature, and BUYER's recovery in connection with any Order shall in no event exceed the purchase price actually paid to SELLER with respect to that Order. Without limiting the generality of the foregoing sentence, in no event shall SELLER be liable to BUYER for BUYER's loss of profits, loss of use, or damages of any nature based upon a claim for breach of warranty or for faulty workmanship or materials or otherwise, whether or not SELLER has been advised of the potential for any such damages. BUYER acknowledges that the purchase price at which SELLER has agreed to provide Goods and/or Services reflects the SELLER's disclaimer of warranties and limitation of remedies set forth in this Section 7 and further acknowledges that the purchase price would be substantially higher without such disclaimer and limitation.

8. CANCELLATION: All Orders are non-cancelable by BUYER except as approved in writing by SELLER in its discretion. It is agreed that any cancellation, whether or not approved by SELLER, shall damage SELLER. Accordingly, A minimum 20% restocking fee will be assessed and SELLER shall be entitled to retain the Deposit, and BUYER shall pay to SELLER the following (against which the Deposit shall be credited):

a) SELLER's purchase price for the Goods delivered to BUYER prior to cancellation;

b) SELLER's costs incurred in connection with Services provided prior to cancellation (including compensation costs and overhead);

c) All other out of pocket costs incurred by SELLER in connection with the Order, including without limitation cancellation or restocking charges that SELLER has or will incur; and

d) In the case the cancellation is not approved by SELLER, any other amounts to which SELLER may be entitled at law for BUYER's breach, it being understood that unapproved cancellation shall be a breach by BUYER of the contractual relationship existing between SELLER and BUYER.

9. BUYER'S USE: BUYER agrees that its employees, contractors and invitees when operating Goods will comply with all operating procedures set forth in the manufacturer's operators manuals and instruction sheets relating to such Goods, and BUYER further agrees not to remove or modify any safety device, warning sign, operators manual or work handling tools. BUYER shall immediately notify SELLER of any accident or injury connected with use of the Goods and agrees, upon SELLER's request, to cooperate with SELLER in investigating and determining the cause of the same. BUYER agrees to indemnify and hold harmless SELLER from and against any and all claims, suits, damages of any nature, losses, costs or expenses, including without limitation all fees and expenses of counsel and other professional advisors arising from use of any Goods or BUYER's failure to comply with the Terms.

10. PERFORMANCE IN THE EVENT OF DEFAULT; NON-WAIVER OF DEFAULT: In addition to the rights and remedies conferred on SELLER by law and the Terms, SELLER will not be required to respond to or perform an Order (even if previously accepted) if BUYER is in default with respect to any other Order. If SELLER at anytime, in SELLER's sole and absolute discretion, doubts BUYER's ability to pay for Goods consistent with the Terms, SELLER may ship the Goods C.O.D. In the event of any default by BUYER under the Terms, SELLER may decline, in its sole and absolute discretion, to make further shipments of Goods to BUYER without in any way affecting its rights under the Terms. If, despite any default by BUYER, SELLER elects to continue to make shipments, SELLER's actions shall not constitute a waiver of any default by BUYER or in any way affect SELLER'S remedies for such default under the Terms or otherwise.

11. CONFIDENTIALITY: All drawings, designs, specifications, manuals, programs and prices furnished to BUYER by SELLER shall remain the confidential and proprietary property of SELLER. All such information, except as may be found in the public domain, shall be held in strict confidence by BUYER and shall not be disclosed by BUYER to any third parties. As between BUYER and SELLER, all copyright interests in all material made available by SELLER shall remain in SELLER at all times, and BUYER waives any property or privacy rights BUYER may have with respect to all such information.

12. EMPLOYEES: BUYER agrees that neither it nor any of its affiliates will solicit for hire, hire or recommend for hire any employee of SELLER or any affiliate of SELLER during the period from SELLER's issuance of a Proposal until the first anniversary of the date on which Goods purchased pursuant to an Order are finally installed or Services obtained pursuant to an Order are fully provided. This Section 12 is a material inducement to SELLER to transact business with BUYER. This Section 12 shall cease to apply to any former employee of SELLER or an affiliate of SELLER on the date such employee has ceased to be employed by SELLER or an affiliate for six (6) months, and it shall not apply to the hiring of any employee of SELLER or an affiliate of SELLER whose initial contact with BUYER is such employee's response to a general public solicitation of employment applications by BUYER.

13. FORCE MAJEURE: SELLER shall not be responsible for nonperformance or late performance due to orders, regulations and/or ordinances by any government or governmental agency, act of God, war, terrorism, blockade, insurrection, mobilization, riots, fire, work stoppage, civil insurrection, flood, earthquake or any other circumstance beyond SELLER's reasonable control. Without limiting the preceding sentence, BUYER acknowledges that Goods originating from foreign countries are subject to export permit by the governmental authorities of the country from which such Goods originate.

14. REVISIONS: SELLER, in its sole and absolute discretion, may modify the Terms at any time and from time to time. The Terms as in effect at the time of SELLER's Acceptance shall govern the terms of sale of the Goods and Services contemplated by the Order so accepted, provided SELLER has provided BUYER with a copy of such Terms prior to or contemporaneously with the Acceptance.

15. SEVERABILITY: If any provision(s) of the Terms are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Terms shall not be rendered invalid or unenforceable as a result thereof.

16. APPLICABLE LAW; VENUE: The Terms are governed by, and shall be construed in accordance with, the law of the State of Connecticut without reference to the conflict of laws principles thereof. BUYER and SELLER agree that the State and Federal courts sitting in the City of Hartford, Connecticut shall be the exclusive forums for resolving any dispute pertaining in any way to their dealings, the Terms, any Goods or any Services. BUYER consents to the jurisdiction of such courts and agrees that any such court is a convenient forum for the resolution of any such dispute, and agrees that it may be served with process for any suit in any such court by first class registered mail, return receipt requested and postage pre-paid, sent to BUYER at its address identified in an Order or by any other lawful means. BUYER acknowledges that Connecticut is the headquarters state of SELLER's parent entity, and that this Section 16 is a material inducement to SELLER to transact business with BUYER.

17. NO DELEGATION OR ASSIGNMENT: BUYER may not assign or delegate any of its rights or obligations under or in connection with the Terms or the Order without the prior written consent of SELLER, and any purported assignment or delegation in violation of this sentence shall be void ab initio, without force or effect, and a material

violation of the Terms by BUYER.

Acknowledged and agreed as of the date indicated below:

Proposal Number: _____

BUYER: _____

Name of Signer: _____ Date _____

Title of Signer: _____



MINIMILL-EDU PROPOSAL

PROPOSAL: **TSE4156**

DATE: **8/31/2022**

PREPARED FOR:

CHRIS EAVES

BAYSIDE HIGH SCHOOL

1901 DEGROODT RD SW

PALM BAY FL 32908-1206

PREPARED BY:

VICTOR PEREZ

vperez@haasflorida.com



QUOTATION

MINIMILL-EDU

\$32,995.00

Travels

X Axis	406 mm / 16.0 in
Y Axis	305 mm / 12.0 in
Z Axis	254 mm / 10.0 in
Spindle Nose to Table (~ max)	356 mm / 14.0 in
Spindle Nose to Table (~ min)	102 mm / 4.0 in

Options

Standard Program Memory, 1 GB	Included
4000-rpm Spindle	Included
Early Power-Failure Detection Module	Included
Ethernet Interface	Included
HaasConnect: Remote monitoring	Included
HaasDrop	Included
Lifting Provision	Included
Media Display M-Code; M130	Included
Safe Run	Included
Control Touch Screen	Included
WiFi Connection for the Haas Control	Included
Window Air Blast	Included
Work Light	Included
CT-Style Tool Changer Grippers	Included
Wireless Intuitive Probing System	\$ 5,495.00
LOW-VOLT	Included
6-Month Extended Warranty	\$ 1,395.00

Haas Tooling

HSPM1, 1/4" Ø Carbide End Mill, 1/4" Shank x 3/4" LOC, 0.016" Chamfer, 4 Flute, TiAlN Coated x 2	\$ 31.90
HSPM1, 1/2" Ø Carbide End Mill, 1/2" Shank x 1-1/4" LOC, 0.02" Chamfer, 4 Flute, TiAlN Coated	\$ 34.95
HSAM1, 1/4" Ø Carbide End Mill, 1/4" Shank x 3/4" LOC, Square Profile, 3 Flute, Uncoated x 2	\$ 27.90
HSAM1, 1/2" Ø Carbide End Mill, 1/2" Shank x 1" LOC, Square Profile, 3 Flute, Uncoated	\$ 28.95
29-Piece, HSSCO8 1/16" - 1/2" Fractional Jobber Drill Kit	\$ 157.95
CT40 1" End Mill Holder x 1-3/4" Gage Length, TSC	\$ 59.95
CT40 3/4" End Mill Holder x 1-3/4" Gage Length, TSC	\$ 59.95
CT40 ER16 Collet Chuck x 2-1/2" Gage Length, TSC x 2	\$ 125.90
CT40 ER32 Collet Chuck x 2-1/2" Gage Length, TSC x 4	\$ 251.80
CT40 NC Keyless Drill Chuck x 3.54" Gage Length, TSC	\$ 118.95
10-Piece, ER16 Straight Bore Collet Kit, 1mm - 10mm	\$ 99.95
18-Piece, ER32 Straight Bore Collet Kit, 3mm - 20mm	\$ 219.95
Haas CT40 Pull Stud/Retention Knob, Standard - Pack of 10	\$ 99.95
6" Single-Station Fixed-Jaw Vise, 8" Opening, Flange Style	\$ 449.95
ER16A Hex Spanner Wrench	\$ 9.95
ER32UM/RD Spanner Wrench	\$ 9.95
40-Taper Spindle Taper Cleaner	\$ 19.95
HOP, 2" Diameter Complete Shell Mill Kit, CT40 Holder, 2" Gage Length, Grade HP30 :	\$ 268.95
- 01-0001 HOP, 2" Diameter Shell Mill, 3/4" Pilot Bore x 45° Lead Angle, 5 Inserts (Octagon), Positive Geometry	
- 02-0001 HOP, Carbide Shell Mill Insert, Octagon Positive, Grade HP30 - Pack of 10 x 3	
- 04-0015 CT40 Shell Mill Holder, 3/4" Pilot Diameter x 2" Gage Length, TSC	
- 04-0292 Haas CT40 Pull Stud/Retention Knob, Standard - 1 Each	

Machine & Options Total	\$ 39,885.00
Haas Toolings Total	\$ 2,076.80

MACHINE TOTAL **\$ 41,961.80**

ADDITIONAL ITEMS

MinimilledU Freight : Estimated Freight, Rigging Not Included, Price Subject to Change.	\$ 2,170.80
Rigging from Pedowitz for 2 machines : Plus a 5% fuel charge	\$ 3,250.00
ON Sight Training	\$ 1,600.00

* Not available for field installation

TOTAL INVESTMENT

\$48,982.60

Payment Terms School Net 45

Comments by Victor Perez

shipping terms to be F.O.B. destination to be in line with the Net45 day payment.



Amendment 1
To Agreement Between
The School Board Of Brevard County, Florida
and
Haas Automation, Inc.
For TL-1-EDU

THIS AMENDMENT (hereinafter referred to as "Amendment") to the agreement identified above (referred to as the "Agreement") by and between The School Board of Brevard County, Florida, a political subdivision of the State of Florida, located at 2700 Judge Fran Jamieson Way, Viera, Florida 32940, more commonly known as Brevard Public Schools (hereinafter referred to as "BPS") and Haas Automation, Inc. whose business address is **ADDRESS OF CONTRACTOR HERE**, (hereinafter referred to as "Contractor"), is made as follows:

WITNESSETH:

WHEREAS, pursuant to the terms of the Agreement, the parties may amend the Agreement upon mutual written consent; and

WHEREAS, BPS and Contractor wish to amend the Agreement to modify the Terms and Conditions of the TL-1-EDU Proposal through this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and provisions contained herein, the parties hereto agree as follows:

1. Section 4. PAYMENT TERMS is revised to read:
In accordance with the Local Government Prompt Payment Act, Florida Statute ch. 218, payments shall be made within forty-five (45) days after BPS's receipt of invoice. BPS shall incur no obligation for payment until issuance of a purchase order to Contractor.

2. Section 6. RICK OF LOSS is hereby omitted.

3. Section 16 APPLICABLE LAW; VENUE is revised to read:

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary arising out of the Agreement will have its venue in Brevard County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

4. Add the following clauses to the agreement:

- a. **E-Verify**. Contractor shall use the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement. Contractor must provide evidence of compliance with 448.095, Fla. Stat by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number. Failure to comply with this provision is a material breach of the Agreement, and BPS may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with BPS securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

b. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE BPS CUSTODIAN OF PUBLIC RECORDS AT (321) 633-1000 ext. 11453, recordsrequest@brevardschools.org, BREVARD

5. The above recitals are true and correct and are hereby incorporated by reference.
6. Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, BPS and Contractor agree that the terms of this Amendment shall prevail and control.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, BPS has made and executed this Amendment and Contractor has made and executed this Amendment on the day and year below written.

HAAS AUTOMATION, INC.

By:  Date: 8/31/22
Authorized Representative Signature

Print Name: Scott J. Myre

Title: President

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____ Date: _____
Misty Belford, Board Chairperson

YEAR	FND	CNTR	PROJECT	FUNC	OBJT	PRG	S	AMOUNT

Send required insurance certificates to the Procurement Department.
New Vendors: Send all completed Forms to the Procurement and Distribution Services Department.



TERMS AND CONDITIONS

1. STANDARD TERMS: This document contains the standard terms and conditions (the "Terms") applicable to dealings between Morris Florida, LLC ("SELLER") and its customers, including the customer signing this document below ("BUYER"). The Terms are incorporated into, and a material part of: (a) each proposal to sell goods ("Goods") and, if applicable, ancillary services ("Services") made by SELLER to BUYER (a "Proposal"), (b) each order to purchase Goods and/or Services submitted by BUYER to Seller (an "Order"), (c) each acceptance of an Order by SELLER (an "Acceptance"), (d) each invoice issued by SELLER (an "Invoice"), and (e) all other documents exchanged between SELLER and BUYER pertaining to any ORDER (each Proposal, Order, Acceptance, Invoice or other relevant document is a "Document"); in each case regardless of whether the Terms are referred to in the Document and regardless of whether the Document is submitted or provided electronically, on paper or otherwise. The Terms shall control over any contrary terms or conditions set forth in any Document, regardless of when the Document may be provided by BUYER to SELLER or SELLER to BUYER, except as expressly agreed by SELLER and BUYER in a writing specifically described as an amendment of the Terms, and SELLER and BUYER expressly object to any contrary terms or conditions.

2. PROPOSALS AND ORDERS:

- a) A Proposal is valid for 30 days from the date shown on it unless otherwise specified in it.
- b) A Proposal does not constitute a firm offer, but is rather an invitation to BUYER to place an Order.
- c) All Orders shall be in writing. All Orders shall be subject to written Acceptance by SELLER.
- d) SELLER is not the manufacturer of any of the Goods. All weights, measurements and other specifications of Goods set forth in Proposals, Orders and Acceptances are estimates based on information provided by the manufacturer, and SELLER shall not be responsible for any deviations therefrom. Brochures, photographs and other illustrations depicting or describing Goods are non-binding in detail, and BUYER acknowledges that such brochures, photographs and other illustrations may have been superseded since being provided by the manufacturer. BUYER acknowledges further that manufacturers reserve the right to discontinue or to make changes to their products at any time, and that Goods are subject to specification and/or design changes without prior notice. Nothing contained in any descriptions of the Goods set forth in any Proposal, Order, Acceptance or other Document shall expand or otherwise affect SELLER's warranty obligations as set forth in Section 7.
- e) Any production estimates provided by SELLER are not guarantees of actual production unless specifically so stated in writing and signed by a duly authorized officer of SELLER. All time study figures relating to Goods are only estimates based on information provided to SELLER pertaining to finish required, machine-ability of the Goods, amount of material to be removed, BUYER's operating conditions and similar factors.
- f) SELLER retains the right to correct in its Acceptance any clerical error contained in a Proposal or an Order. BUYER agrees to promptly notify SELLER of any suspected clerical error in a Proposal.

3. PRICES:

- a) All prices listed in a Proposal are F.O.B. Ship Point (i.e., manufacturer's factory, port of entry or stocking warehouse) unless otherwise specified. Prices are subject to change without notice until confirmed by SELLER in its Acceptance.
- b) Prices quoted in a Proposal do not include sales, use, excise, property or similar taxes arising out of or relating to the sale, purchase, ownership or use of Goods or Services, and all sales are made subject to applicable taxes, the entire amount of which BUYER agrees to pay. BUYER shall provide SELLER with any applicable tax exemption certificates acceptable to appropriate taxing authorities together with an Order. BUYER shall indemnify and hold SELLER harmless from and against the imposition and payment of such taxes. SELLER may in any Invoice or separately bill BUYER at any time for any such taxes, in which case BUYER shall pay the same to SELLER, but SELLER shall not be obligated to do so.
- c) All freight and rigging quoted in a Proposal is subject to change until confirmed by SELLER in its corresponding Invoice.
- d) SELLER will be compensated for all service work performed by SELLER on Goods not covered by manufacturer's warranty or after the manufacturer's warranty period has expired at SELLER's then prevailing rate, plus all expenses, transportation, material and parts.

4. PAYMENT TERMS: Subject to SELLER's credit approval of BUYER:

- a) The terms of payment with respect to any Order shall be as specified in the Proposal or the Acceptance applicable to the Order (with the Acceptance controlling if differing terms are specified). If terms of payment are not specified in a Proposal or Acceptance, then BUYER shall pay 20% of purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") 70% of the purchase price, 2 business days prior to factory completion date of Goods and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). In the case of leased and financed Orders, the Final Payment is due upon the sooner of BUYER's signing the delivery slip or acceptance or installation of Goods, but in no event later than 30 days from SELLER's shipment of Goods. In the case of Orders containing SELLER Showroom and Inventory Goods, the BUYER shall pay 90% of the purchase price as a non-refundable deposit at time of transmitting an Order (the "Deposit") and 10% net 15 days from installation, not to exceed 30 days from shipment of goods (the "Final Payment"). Any unpaid amount shall bear interest from the due date until payment at a rate equal to the lesser of 2% per month or the maximum percentage permitted by law. Delays in installation and/or delays in operation of Goods caused by damage, warranty service or warranty replacement of parts or

otherwise shall not extend or alter time for payment.

b) BUYER shall pay all of SELLER's costs (including without limitation court costs and reasonable attorney fees) incurred in collecting past due amounts (whether purchase price or other amounts owing pursuant to the Terms) regardless of whether litigation is commenced.

c) To secure the Obligations, BUYER hereby grants SELLER a first priority security interest in all Goods sold by SELLER to BUYER, any accessions thereto and any insurance, sale or other proceeds of the foregoing (the "Collateral"). For these purposes, the "Obligations" means all amounts due to SELLER in connection with Goods and/or Services sold to BUYER, including without limitation purchase price, taxes and all fees, expenses and reasonable attorneys' fees incurred by SELLER pursuant to or in connection with the Terms, the Obligations or the Collateral. BUYER agrees to insure the Collateral against loss or damage by fire or other risks and hazards in an amount no less than the replacement value of the Collateral, and upon request to provide SELLER with evidence of such insurance identifying SELLER as loss payee as its interests may appear. BUYER authorizes SELLER to file with applicable governmental authorities financing statements and similar instruments describing the Collateral without the signature of BUYER. Upon BUYER's default in any payment or other performance under the Terms, SELLER may, in its sole and absolute discretion, declare all Obligations immediately due and payable without demand, protest or other notice of any kind, and SELLER shall have the right to repossess the Collateral (BUYER hereby granting SELLER a right of access to BUYER's premises for such purposes) and all other remedies of a secured party under the Uniform Commercial Code as in from time to time in effect in Connecticut.

5. SHIPPING:

a) Goods subject to an accepted Order shall be sent to the address listed in the applicable Proposal.

b) Shipping schedules identified in a Proposal are approximate and subject to confirmation by SELLER with the manufacturer following SELLER's issuance of its Acceptance, despite anything set forth in an Order or other Document.

c) SELLER shall endeavor to accommodate BUYER's requested delivery schedule, but shall have no liability for loss to BUYER, whether direct, incidental and/or consequential, as a result of delays.

6. RISK OF LOSS: The risk of loss or damage to Goods shall pass to BUYER when Goods are placed with a carrier for delivery to BUYER. The carrier shall be deemed to be acting for and on behalf of BUYER, and the terms of payment for Goods shall not be affected by damage to or destruction of Goods.

7. WARRANTIES; REMEDIES:

a) Goods -- SELLER is NOT a manufacturer, and all Goods are manufactured by others. Accordingly, SELLER is not making and shall not make any warranties with respect to Goods other than that SELLER shall convey to BUYER good and marketable title to Goods. Other warranties available to BUYER are those, if any, extended by the manufacturer, to the extent they are in force and effect and may be assigned to BUYER. SELLER shall, upon written request, assign to BUYER any assignable rights SELLER has under the manufacturer's warranties. THE MANUFACTURER'S WARRANTY, IF ANY, AND SELLER'S WARRANTY OF TITLE, SHALL BE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

b) Services -- SELLER warrants that Services will be performed in a workmanlike manner. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL OR IMPLIED BY LAW OR OTHERWISE, ALL OF WHICH ARE DISCLAIMED BY SELLER.

c) Remedies -- If SELLER breaches any warranty granted by SELLER with respect to the Goods, SELLER'S sole responsibility shall be to repair, replace or refund the purchase price for the applicable Goods, as determined in SELLER's sole and absolute discretion. If SELLER breaches any warranty granted by SELLER with respect to Services, Seller shall either refund the portion of the purchase price relating to the defective Services or correct the defective Services, as determined in SELLER's sole and absolute discretion.

d) Limitation of Damages -- If SELLER breaches any of the Terms (including by breach of its warranties), BUYER's remedies shall be limited as set forth in Section 7c) and this Section 7d). SELLER shall not be liable for any of BUYER's indirect, incidental, special or consequential damages relating to or arising from the breach, or punitive damages of any nature, and BUYER's recovery in connection with any Order shall in no event exceed the purchase price actually paid to SELLER with respect to that Order. Without limiting the generality of the foregoing sentence, in no event shall SELLER be liable to BUYER for BUYER's loss of profits, loss of use, or damages of any nature based upon a claim for breach of warranty or for faulty workmanship or materials or otherwise, whether or not SELLER has been advised of the potential for any such damages. BUYER acknowledges that the purchase price at which SELLER has agreed to provide Goods and/or Services reflects the SELLER's disclaimer of warranties and limitation of remedies set forth in this Section 7 and further acknowledges that the purchase price would be substantially higher without such disclaimer and limitation.

8. CANCELLATION: All Orders are non-cancelable by BUYER except as approved in writing by SELLER in its discretion. It is agreed that any cancellation, whether or not approved by SELLER, shall damage SELLER. Accordingly, A minimum 20% restocking fee will be assessed and SELLER shall be entitled to retain the Deposit, and BUYER shall pay to SELLER the following (against which the Deposit shall be credited):

a) SELLER's purchase price for the Goods delivered to BUYER prior to cancellation;

b) SELLER's costs incurred in connection with Services provided prior to cancellation (including compensation costs and overhead);

c) All other out of pocket costs incurred by SELLER in connection with the Order, including without limitation cancellation or restocking charges that SELLER has or will incur; and

d) In the case the cancellation is not approved by SELLER, any other amounts to which SELLER may be entitled at law for BUYER's breach, it being understood that unapproved cancellation shall be a breach by BUYER of the contractual relationship existing between SELLER and BUYER.

9. BUYER'S USE: BUYER agrees that its employees, contractors and invitees when operating Goods will comply with all operating procedures set forth in the manufacturer's operators manuals and instruction sheets relating to such Goods, and BUYER further agrees not to remove or modify any safety device, warning sign, operators manual or work handling tools. BUYER shall immediately notify SELLER of any accident or injury connected with use of the Goods and agrees, upon SELLER's request, to cooperate with SELLER in investigating and determining the cause of the same. BUYER agrees to indemnify and hold harmless SELLER from and against any and all claims, suits, damages of any nature, losses, costs or expenses, including without limitation all fees and expenses of counsel and other professional advisors arising from use of any Goods or BUYER's failure to comply with the Terms.

10. PERFORMANCE IN THE EVENT OF DEFAULT; NON-WAIVER OF DEFAULT: In addition to the rights and remedies conferred on SELLER by law and the Terms, SELLER will not be required to respond to or perform an Order (even if previously accepted) if BUYER is in default with respect to any other Order. If SELLER at anytime, in SELLER's sole and absolute discretion, doubts BUYER's ability to pay for Goods consistent with the Terms, SELLER may ship the Goods C.O.D. In the event of any default by BUYER under the Terms, SELLER may decline, in its sole and absolute discretion, to make further shipments of Goods to BUYER without in any way affecting its rights under the Terms. If, despite any default by BUYER, SELLER elects to continue to make shipments, SELLER's actions shall not constitute a waiver of any default by BUYER or in any way affect SELLER'S remedies for such default under the Terms or otherwise.

11. CONFIDENTIALITY: All drawings, designs, specifications, manuals, programs and prices furnished to BUYER by SELLER shall remain the confidential and proprietary property of SELLER. All such information, except as may be found in the public domain, shall be held in strict confidence by BUYER and shall not be disclosed by BUYER to any third parties. As between BUYER and SELLER, all copyright interests in all material made available by SELLER shall remain in SELLER at all times, and BUYER waives any property or privacy rights BUYER may have with respect to all such information.

12. EMPLOYEES: BUYER agrees that neither it nor any of its affiliates will solicit for hire, hire or recommend for hire any employee of SELLER or any affiliate of SELLER during the period from SELLER's issuance of a Proposal until the first anniversary of the date on which Goods purchased pursuant to an Order are finally installed or Services obtained pursuant to an Order are fully provided. This Section 12 is a material inducement to SELLER to transact business with BUYER. This Section 12 shall cease to apply to any former employee of SELLER or an affiliate of SELLER on the date such employee has ceased to be employed by SELLER or an affiliate for six (6) months, and it shall not apply to the hiring of any employee of SELLER or an affiliate of SELLER whose initial contact with BUYER is such employee's response to a general public solicitation of employment applications by BUYER.

13. FORCE MAJEURE: SELLER shall not be responsible for nonperformance or late performance due to orders, regulations and/or ordinances by any government or governmental agency, act of God, war, terrorism, blockade, insurrection, mobilization, riots, fire, work stoppage, civil insurrection, flood, earthquake or any other circumstance beyond SELLER's reasonable control. Without limiting the preceding sentence, BUYER acknowledges that Goods originating from foreign countries are subject to export permit by the governmental authorities of the country from which such Goods originate.

14. REVISIONS: SELLER, in its sole and absolute discretion, may modify the Terms at any time and from time to time. The Terms as in effect at the time of SELLER's Acceptance shall govern the terms of sale of the Goods and Services contemplated by the Order so accepted, provided SELLER has provided BUYER with a copy of such Terms prior to or contemporaneously with the Acceptance.

15. SEVERABILITY: If any provision(s) of the Terms are held by any court of competent jurisdiction to be unenforceable or invalid, the remaining provisions of the Terms shall not be rendered invalid or unenforceable as a result thereof.

16. APPLICABLE LAW; VENUE: The Terms are governed by, and shall be construed in accordance with, the law of the State of Connecticut without reference to the conflict of laws principles thereof. BUYER and SELLER agree that the State and Federal courts sitting in the City of Hartford, Connecticut shall be the exclusive forums for resolving any dispute pertaining in any way to their dealings, the Terms, any Goods or any Services. BUYER consents to the jurisdiction of such courts and agrees that any such court is a convenient forum for the resolution of any such dispute, and agrees that it may be served with process for any suit in any such court by first class registered mail, return receipt requested and postage pre-paid, sent to BUYER at its address identified in an Order or by any other lawful means. BUYER acknowledges that Connecticut is the headquarters state of SELLER's parent entity, and that this Section 16 is a material inducement to SELLER to transact business with BUYER.

17. NO DELEGATION OR ASSIGNMENT: BUYER may not assign or delegate any of its rights or obligations under or in connection with the Terms or the Order without the prior written consent of SELLER, and any purported assignment or delegation in violation of this sentence shall be void ab initio, without force or effect, and a material

violation of the Terms by BUYER.

Acknowledged and agreed as of the date indicated below:

Proposal Number: _____

BUYER: _____

Name of Signer: _____ Date _____

Title of Signer: _____