

## TIPS VENDOR AGREEMENT

### TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

## ClientFirst Consulting Group, dba ClientFirst Technology Consulting

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS “(TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. 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](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by 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. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

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

**22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said 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 Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

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

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

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

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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:** 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. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,



music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

Vendor Name: ClientFirst Technology Consulting

Vendor Address: 700 N. St. Mary's Street, Ste. 1400


City: San Antonio State: TX Zip Code: 78205

Vendor Authorized Signatory Name: David Krout

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Phone: 210-305-5053

Vendor Authorized Signatory Email: dkrout@clientfirstcgc.com

Vendor Authorized Signature:  Date: 02-17-2023

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: \_\_\_\_\_

TIPS Authorized Signatory Title: \_\_\_\_\_

TIPS Authorized Signature:  Date: 5/5/2023



**230105**

**ClientFirst Technology Consulting  
ClientFirst Technology Consulting  
Supplier Response**

**Event Information**

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.**

**IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,**

**AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.**

## **Contact Information**

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

## ClientFirst Technology Consulting Information

Contact: Erin Foster  
Address: 980 Montecito Drive  
Suite 209  
Corona, CA 92879  
Phone: (951) 739-7989  
Email: [efoster@clientfirstcg.com](mailto:efoster@clientfirstcg.com)  
Web Address: [clientfirstcg.com](http://clientfirstcg.com)

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

David Krout

*Signature*

*Submitted at 2/17/2023 01:24:58 PM (CT)*

[dkrout@clientfirstcg.com](mailto:dkrout@clientfirstcg.com)

*Email*

## Requested Attachments

### Pricing Form 1

1 - Pricing Form 1.pdf

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

2 - 230105 Pricing Form 2.pdf

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

*No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

4 - Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

5 - Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

6 - Reference Form.pdf

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

7 - Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

## **Conflict of Interest Questionnaire - Form CIQ**

*No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

## **Disclosure of Lobbying Activities - Standard Form - LLL**

*No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

## **Current Form W-9**

ClientFirst Consulting Group LLC Signed W-9 (2023).pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## **Certificates & Licenses (Supplemental Vendor Information Only)**

*No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## **Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)**

*No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## **Supplemental Vendor Information (Supplemental Vendor Information Only)**

*No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## **Vendor Logo (Supplemental Vendor Information Only)** CF Technology Consulting Logo Hi-Res 2020-12-30 (KS).png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## **Response Attachments**

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### **CF SOQ - TIPS Tech Cnsltng Svcs 2023-02-17a (CF).pdf**

ClientFirst Statement of Qualifications

## Bid Attributes

<b>1 Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b>
Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.
<input type="text" value="NO"/>
<b>2 Historically Underutilized Business (HUB)</b>
Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.
<input type="text" value="No"/>
<b>3 National Coverage</b>
Can the Vendor provide its proposed goods and services to all 50 US States?
<input type="text" value="Yes"/>
<b>4 States Served</b>
If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.
<input type="text" value="No response"/>
<b>5 Description of Vendor Entity and Vendor's Goods &amp; Services</b>
If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.
<input type="text" value="ClientFirst is a Local Government focused, independent Technology Consulting firm specializing in Project Management, Software Procurement, Application Utilization Improvement, Technology Master Planning, IT Infrastructure, Cybersecurity, Disaster Recovery, Telecom Bill Auditing, VoIP Procurement, RFP Specifications, IT Staffing Assessments and much more. No product sales. We always represent your best interests."/>
<b>6 Primary Contact Name</b>
Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.
<input type="text" value="David Krout"/>
<b>7 Primary Contact Title</b>
Primary Contact Title
<input type="text" value="Managing Partner"/>

<b>8</b>	<b>Primary Contact Email</b> Please enter a valid email address that will definitely reach the Primary Contact. <input type="text" value="dkrout@clientfirstcg.com"/>
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<b>9</b>	<b>Primary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="2103055053"/>
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<b>10</b>	<b>Primary Contact Fax</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8884780495"/>
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<b>11</b>	<b>Primary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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<b>12</b>	<b>Secondary Contact Name</b> Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Tom Jakobsen"/>
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<b>13</b>	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Partner"/>
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<b>14</b>	<b>Secondary Contact Email</b> Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="tjakobsen@clientfirstcg.com"/>
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<b>15</b>	<b>Secondary Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).  Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="2103055053"/>
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**16 Secondary Contact Fax**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**17 Secondary Contact Mobile**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**18 Administration Fee Contact Name**  
Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

**19 Administration Fee Contact Email**  
Please enter a valid email address that will definitely reach the Administration Fee Contact.

**20 Administration Fee Contact Phone**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**21 Purchase Order and Sales Contact Name**  
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

**22 Purchase Order and Sales Contact Email**  
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

**23 Purchase Order and Sales Contact Phone**  
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

**24 Company Website**  
Company Website (Format - www.company.com)

**25 Entity D/B/A's and Assumed Names**  
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  
  
In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

ClientFirst Technology Consulting

**26 Primary Address**  
Primary Address

980 Montecito Drive, Suite 209

**27 Primary Address City**  
Primary Address City

Corona

**28 Primary Address State**  
Primary Address State (2 Digit Abbreviation)

CA

**29 Primary Address Zip**  
Primary Address Zip

92879

**30 Search Words Identifying Vendor**  
Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

CIS, IT Strategic Plan, Utility Billing, IT Strategic Planning, project management, Strategic IT Plan, Outsourcing, Strategic IT Planning, IT Outsourcing, disaster recovery, LAN, DRP, WAN, Voip, MAN, cost review, IT, strategic, Telecommunications, IT support, Telecom, IT services, Telecomm, monitoring, Networking, MSP, security, cable design, process review, cable, ERP, IT Management, city wide, network, system selection, migration, software selection, enterprise, county wide, virtualization, virtual, virtualization, IT Assessment, cloud, law enforcement, cloud computing, plan, Police, IT plan, technology plan, technology planning, technology consulting, IT consulting

**31 Certification of Vendor Residency (Required by the State of Texas)**  
Does Vendor's parent company or majority owner:  
  
(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?  
  
Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

**32 Vendor's Principal Place of Business (City)**  
In what city is Vendor's principal place of business located?

Corona

3 3	<b>Vendor's Principal Place of Business (State)</b> In what state is Vendor's principal place of business located? <input type="text" value="CA"/>
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3 4	<b>Vendor's Years in Business</b> How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="18"/>
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3 5	<b>Certification Regarding Entire TIPS Agreement</b> Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.  Does Vendor agree? <input type="text" value="Yes"/>
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3 6	<b>Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)</b> <b><u>Please read thoroughly and carefully as an error on your response can render your contract award unusable.</u></b>  TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.  <b><i>What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?</i></b>  Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.  <b>Example:</b> In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.  If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.  <b><i>What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?</i></b>  <input type="text" value="5%"/>
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**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

**39 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

**4** **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

**0**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

**4** **TIPS Sales Reporting Requirements**

**1**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4**  
**2** **TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4**  
**3** **TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4**  
**4** **Non-Collusive Bidding Certificate**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

**4** **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

**5** **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

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

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

(4) Neither I nor any representative of Vendor 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.

**4** **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

**6** **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

**4** **Required Confidentiality Claim Form**

**7** **This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4  
8** **Non-Discrimination Statement and Certification**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

**4  
9** **Limitation of Vendor Indemnification and Similar Clauses**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

**5  
0** **Alternative Dispute Resolution Limitations**

**This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?



**5**  
**1** **No Waiver of TIPS Immunity**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5**  
**2** **Payment Terms and Funding Out Clause**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees (Yes)

**5**  
**3** **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

**5**  
**4** **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that 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.

When applicable, does Vendor certify?

Yes

**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.  
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5  
8

**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

5  
9

**Felony Conviction Notice - Texas Education Code 44.034**

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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- 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 Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

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

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

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

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.

**6** **Suspension or Debarment Certification**

**7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

**8**

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 pursuant to this law.

**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.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?



**69 Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**70 Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**71 Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

**7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

**7 6 2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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 reserve 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?

**7 7 2 CFR Part 200 or Federal Provision - 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 reserve 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 reserve 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?

**7** **2 CFR Part 200 or Federal Provision - Clean Air Act**

**8**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require 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?

**7** **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

**9**

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 require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

**8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

**8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

**8 2 CFR Part 200 or Federal Provision - Federal Rule**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$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 compliance?

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**2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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 these provisions?

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**2 CFR Part 200 or Federal Provision - 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 certify?

**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may 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). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal 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.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. 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.

"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 Certify?

**8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

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ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, 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” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, 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) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

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 certify?

**8 2 CFR Part 200 or Federal Provision - Contract Cost & Price**

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor certify?

**8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

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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 here.

Does Vendor Certify?



**8 2 CFR Part 200 or Federal Provision - 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 5, "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. 3145), 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.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

**9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members 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, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

**9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

**9 4 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

**9 5 2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

**9 6 2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for 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 you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? 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.

Does Vendor certify?

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**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions, Products, and Services	ClientFirst Technology Consulting
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**TIPS REFERENCE FORM**

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	<a href="mailto:jdoe@abcuniversity.edu">jdoe@abcuniversity.edu</a>	800-111- 2222
City of Pflugerville, TX	James Hartshorn, Assistant City Manager	<a href="mailto:JHartshorn@pflugervilletx.gov">JHartshorn@pflugervilletx.gov</a>	512.990.6104
County of Atascosa	Justin Vasquez, IT Manager	<a href="mailto:justin.vasquez@atascosacounty.texas.com">justin.vasquez@atascosacounty.texas.com</a>	830.570.7742
County of Denton, TX	Kevin Carr, Chief Information Officer	<a href="mailto:kevin.carr@dentoncounty.com">kevin.carr@dentoncounty.com</a>	941.349.4500
Naperville Community Unit School District 203, IL	Chris Kunzer, Telecommunications & Special Systems Manager	<a href="mailto:ckunzer@naperville203.org">ckunzer@naperville203.org</a>	630.420.6473
City of Shawnee, KS	Nolan Sunderman, City Manager	<a href="mailto:nsunderman@cityofshawnee.org">nsunderman@cityofshawnee.org</a>	913.742.6213
City of Riviera Beach, FL	Randy Sherman, Director of Finance and Administrative Services	<a href="mailto:rsherman@rivierabch.com">rsherman@rivierabch.com</a>	561.845.4040
City of Batavia, NY	Lisa Neary, Deputy Director of Finance	<a href="mailto:lneary@batavianewyork.com">lneary@batavianewyork.com</a>	585.345.6313
City of Piedmont, CA	Michael Szczech, Finance Director	<a href="mailto:mszczech@piedmont.ca.gov">mszczech@piedmont.ca.gov</a>	510.420.3045
County of Mendocino, CA	Janelle Rau, Deputy CEO	<a href="mailto:rauja@co.mendocino.ca.us">rauja@co.mendocino.ca.us</a>	707.463.4441
City of Rancho Mirage, CA	Jason Jaurigue, Information Services Manager	<a href="mailto:jasonj@RanchoMirageCA.gov">jasonj@RanchoMirageCA.gov</a>	760-324-4511 x236
City of Corona, CA	Mike Enriquez, Development and Support Manager	<a href="mailto:Mike.Enriquez@ci.corona.ca.us">Mike.Enriquez@ci.corona.ca.us</a>	951.279.3742
City of San Bernardino Municipal Water (SBMWD), CA	Kristina Hernandez, Administrative Services Manager	<a href="mailto:kristina.hernandez@sbmwd.org">kristina.hernandez@sbmwd.org</a>	909.453.6050
Mesa Water District, CA	Kurt Lind, District Business Administrator, Office of the General Manager	<a href="mailto:kurtl@mesawater.org">kurtl@mesawater.org</a>	949.574.1000
City of Rancho Cucamonga, CA	Darryl Polk, Director / Chief Innovation Officer	<a href="mailto:darryl.polk@cityofrc.us">darryl.polk@cityofrc.us</a>	909.477.2700
City of Simi Valley, CA	Garry Boswell, Director Information Systems	<a href="mailto:gboswell@simivalley.org">gboswell@simivalley.org</a>	805.583.6330
City of Pelham, AL	Gretchen DiFante, City Manager	<a href="mailto:gdfante@pelhamalabama.gov">gdfante@pelhamalabama.gov</a>	205.620.6520
County of Tuolumne, CA	Daniel Richardson, Deputy County Administrator	<a href="mailto:drichardson@co.tuolumne.ca.us">drichardson@co.tuolumne.ca.us</a>	209.533.5511
County of Yolo, CA	Tom Bates, IT Manager	<a href="mailto:Tom.Bates@yolocounty.org">Tom.Bates@yolocounty.org</a>	530.406.5012
Consolidated High School District 230, IL	John Connolly, Chief Technology Officer	<a href="mailto:jconnolly@d230.org">jconnolly@d230.org</a>	708.745.5253
City of Rockford, IL	Glenn Trommels, Information Technology Director	<a href="mailto:glenn.trommels@rockfordil.gov">glenn.trommels@rockfordil.gov</a>	815.987.5700
Rock River Water Reclamation District, IL	Julia Scott-Valdez, Chief Human Resource Officer	<a href="mailto:jscott-valdez@rrwrdr.illinois.gov">jscott-valdez@rrwrdr.illinois.gov</a>	815.387.7580

**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: ClientFirst Technology Consulting

Vendor Authorized Signatory Name: David Krout

Vendor Authorized Signatory Title: Partner

Vendor Authorized Signatory Email: dkrout@clientfirstcg.com

Vendor Address: 700 N. St. Mary's Street, Ste. 1400

City: San Antonio State: TX Zip Code: 78205

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

*(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)*

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_


Authorized Signature: \_\_\_\_\_

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

*(Confirm each bullet point and sign below)*

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

*Statement of Qualifications for*

# Technology Solutions, Products, and Services

*February 17, 2023*



*Client Locations*

**Coast-to-Coast**

*Practice Locations*

**Texas**

**California**

**Illinois**

**North Carolina**

**800.806.3080**

[www.clientfirstcg.com](http://www.clientfirstcg.com)

Optimal Technology Guidance

**CLIENTFIRST**  
TECHNOLOGY CONSULTING



February 17, 2023

**RE: Statement of Qualifications for Technology Solutions, Products, and Services**

ClientFirst appreciates the opportunity to present The Interlocal Purchasing System (TIPS) with our *Statement Of Qualifications for Technology Solutions, Products, and Services*. Our consultants have decades years of experience in providing their services to local government agencies throughout the United States. Key qualifications include:

**Similar Organizations** – ClientFirst Technology Consulting specializes in local government. Our objective is to evaluate the needs of the City to assist in finding the solution that best fits your specific business process requirements, foster buy-in and consensus across the organization, and provide the best value proposition.

**True Independence** – ClientFirst is completely independent and unbiased in its analysis and recommendations. We do NOT resell hardware, software, or employ third-party implementers, trainers, or programmers for vendor solutions.

**Our clients say we excel in these areas:**

- Following best practices
- Customizing the business process reviews and system requirements to each specific agency
- Educating staff and transferring knowledge
- Effectively supporting change management and buy-in at all levels
- Improving implementation readiness and reducing risk
- Helping gain management and support of elected officials through education and business-case development

For any questions, feel free to contact us at 210.305.5053 or via email at [dkrout@clientfirstcgc.com](mailto:dkrout@clientfirstcgc.com) or [tjakobsen@clientfirstcgc.com](mailto:tjakobsen@clientfirstcgc.com) for additional information. We appreciate the opportunity of serving TIPS.

Sincerely,



**David W. Krout, CPA** *(inactive)*  
Partner  
Management Consulting Practice Leader



**Tom Jakobsen**  
Partner  
IT Infrastructure and Operations Consulting Practice Leader



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# Firm Qualifications

Our consultants have been assisting local governments with innovative technology solutions with ClientFirst for 17 years, bringing with them many more years of experience in this field. Our risk-averse technology planning and the quality of service we provide our clients have resulted in numerous long-term business relationships. We are confident that no other consulting firm focusing on local governments offers the wide range of IT services that we do.

## Government Technology



Focusing on local governments means that we understand the unique needs, processes, protocols, and political nuances involved in the industry. This **understanding and experience** ensure that our strategies and recommendations are practical in all respects. Our management team’s career experience includes over 2,500 projects for more than 500 local government agencies.

## Practice Locations

ClientFirst is a national firm, with practices located in Illinois, North Carolina, Texas, and California.



San Antonio, TX



Charlotte, NC



Schaumburg, IL



Corona, CA

## Business Management Approach

We understand that not all government executives are versed in the latest technology issues and opportunities. Therefore, our approach and deliverables provide a business-management perspective that **allows the layperson the ability to understand the technology issues, strategies, and potential solutions required to make more informed business decisions.**

## Practical Recommendations

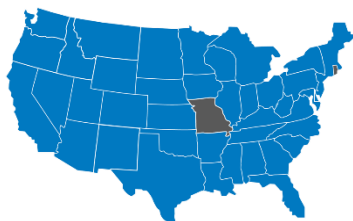
**We believe in using technology as a tool to meet the agency’s business objectives; we do not apply technology just for technology’s sake.** We are serious in our quest to provide clients with practical solutions that meet their individual requirements. Sometimes the proper solution includes cutting-edge technology. However, a cost-effective and practical solution using proven technology is often the most beneficial.

<p><b>SAVE</b></p> <ul style="list-style-type: none"> <li> Time</li> <li> Money</li> <li> Resources</li> </ul>	<p><b>INCREASE</b></p> <ul style="list-style-type: none"> <li> Expertise</li> <li> Service</li> <li> Efficiency</li> </ul>
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# True Independence

CLIENTFIRST believes in practicing **true independence**. We do not resell products, nor maintain relationships that would result in any add-on profit margins or referral fees. Our interest is in **putting the client first** by finding optimum solutions (i.e., the greatest value at lowest competitive cost) to meet their needs.



# National Recognition

Our consultants are recognized nationally for their work by many of the industry's leading vendors. They appreciate the fairness and objectivity we demonstrate when dealing with their organizations.

# Industry Recognition

## CIO Review

CLIENTFIRST has been featured in *CIO Review* as one of the "20 Most Promising Government Technology Solution Providers".

The screenshot shows a page from CIO Review magazine. The main headline is "20 Most Promising Government Technology Solution Providers". Below this, there is a section titled "ClientFirst Technology Consulting: Bringing Innovation, Optimization, and Measurement to Local Government". The article discusses how ClientFirst helps local governments improve efficiency and reduce costs through various technology solutions. It mentions that ClientFirst has been recognized by the "20 Most Promising Government Technology Solution Providers" list.

## National Speakers

CLIENTFIRST personnel have conducted educational sessions at national and local conferences such as CSMFO, MISAC, and GFOA, among others.



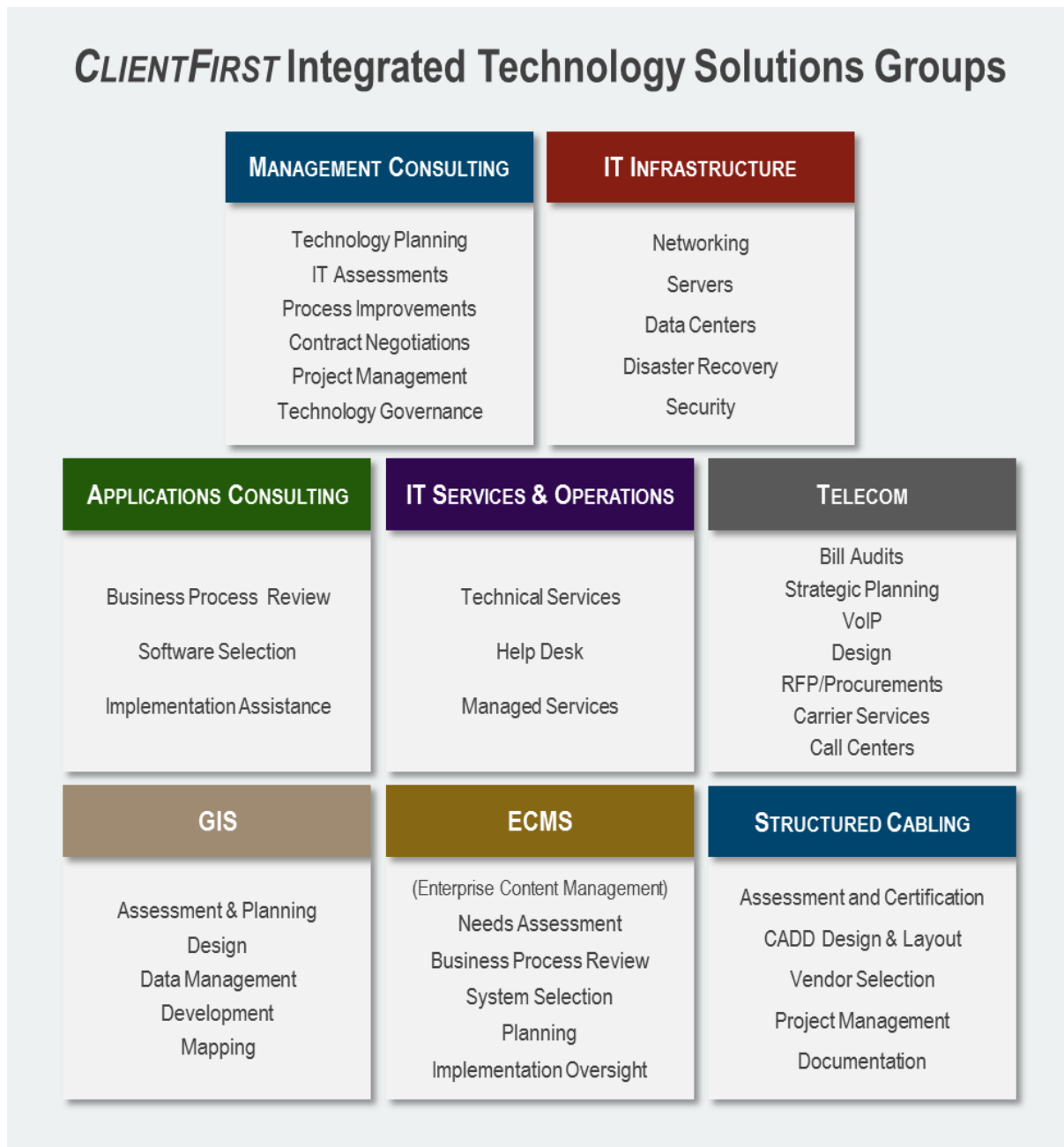


## Diversified Experience

We have **extensive experience with a wide variety of organizations and technology and processing environments**. In addition, we have significant market knowledge regarding software and hardware providers and are well-informed with respect to vendor and industry developments.

## Integrated Technology Solutions Groups

Whatever the agency’s technology needs are, we offer a unique combination of experts in their given disciplines who can guide technology decisions, planning, implementation, and management, chosen according to the specific needs of each project, working as an integrated team to **provide end-to-end consulting and support services**.





## Areas of Expertise

The consultants assigned to this engagement have direct experience in a broad range of products and services.

**CLIENTFIRST** has such a broad and well-rounded experience with cities that they already have a good idea of what will or won't work. Other vendors we have worked with don't have this depth of experience and suggest solutions that are unrealistic in a city government environment.

— IT Director  
CA Municipality

### IT INFRASTRUCTURE & OPERATIONS EXPERIENCE

- Data Center Management
- Cable Infrastructure
- Wireless Systems
- Routers and Switches
- Server Installation, Configuration and Troubleshooting
- Network Troubleshooting and Configuration
- Security Systems Support
- Network Management
- Event Monitoring
- Patch Management
- Inventory Management
- Licensing Management
- Software Distribution
- Remote Network and Desktop Monitoring

- Desktop Monitoring
- Remote Network and

### TELECOM EXPERIENCE

- Systems Evaluation and Assessments
- Telecommunications System Management
- Voice and Data Cable Infrastructure Design and Engineering
- LAN/WAN Assessments, Design, Procurement, and Implementation
- VoIP (Voice-over-Internet Protocol) Readiness Reviews and Assessments
- Telecom Billing Audits and Cost Reviews
- Strategic IT and Telecommunications Planning
- Systems Design and Alternative Analysis
- Business Continuation Planning and Disaster Recovery Planning
- Call Center Planning and Operational Design
- Competitive System and Vendor Selection
- Project Management and Implementation

- Implementation
- Project Management and

### DEPARTMENT AREA EXPERIENCE

- Council
- Administration
- Building and Safety
- City Clerk
- Finance
- Fire
- Library
- Utility Billing
- Customer Service/Call Centers
- Payroll
- Human Resources
- Planning
- Police
- Purchasing
- Public Works
- Parks and Recreation
- Engineering
- Geographic Information System (GIS)
- Water
- Wastewater
- Sanitation
- Field Operations
- Laboratories
- Environmental Services
- Facilities
- Treatment Plants
- Fleet Management
- Engineering
- Warehousing
- SCADA
- Information Systems

- Information Systems
- SCADA

### APPLICATION AREA EXPERIENCE

- General Ledger
- Budgeting
- Project Accounting
- Grant Accounting
- Cash Receipts
- Purchasing and Receiving
- Bids Management
- Contract Management
- Accounts Payable
- Fixed Assets
- Loans
- Special Assessments
- Financial Reporting
- Business Licensing
- Applicant Tracking
- Human Resources
- Employee Self-Service
- Benefits Tracking
- Time and Attendance
- Payroll
- CIS and Utility Billing
- Customer Service / Call Centers
- Backflow
- Service Orders
- Work Orders / Preventative Maintenance
- Inventory and Fleet Management
- Planning, Permitting, Inspection and Code Enforcement
- Land/Parcel/Address Management
- Computer-Aided Dispatch (CAD)
- Records Management
- Mobile Computing
- Citizen Request Management (CRM)
- Geographic Information System (GIS)
- Adjudication
- Citation Management
- Database Management

- Database Management
- Citation Management



## Consultants' Collective Experience

We understand that the experience of the individual consultants is a significant factor in hiring a firm to conduct the project on your behalf. Our consultants have extensive public-sector experience in their respective careers, including projects with the following agencies:

### Texas

City of Dallas  
 City of Pflugerville  
 City of University Park  
 County of Collier  
 County of Denton  
 Corpus Christi Fire  
 Highland Park Police and Fire  
 International Bank of Commerce  
 River Oaks Country Club  
 State Bank of Texas  
 University of Texas Health Science Center  
 Westwood Country Club

### Alabama

City of Pelham  
 Arizona  
 County of Maricopa

### California

City of Albany  
 City of Azusa  
 City of Big Bear Lake  
 City of Brentwood  
 City of Brisbane  
 City of Burbank  
 City of Calabasas  
 City of Camarillo  
 City of Carlsbad  
 City of Chico  
 City of Chino  
 City of Clovis  
 City of Colton  
 City of Corona  
 City of Coronado  
 City of Downey  
 City of Dublin  
 City of Escondido  
 City of Foster City  
 City of Glendora  
 City of Healdsburg  
 City of Hemet  
 City of La Habra  
 City of La Puente  
 City of Laguna Niguel  
 City of Larkspur  
 City of Lathrop  
 City of Lomita  
 City of Menlo Park  
 City of Mission Viejo  
 City of Montclair  
 City of Murrieta  
 City of Pacifica  
 City of Pacific Grove  
 City of Palm Desert  
 City of Palmdale  
 City of Piedmont  
 City of Pismo Beach  
 City of Port Hueneme  
 City of Rancho Cucamonga  
 City of Rancho Mirage  
 City of Redlands  
 City of Rialto  
 City of Rohnert Park  
 City of Rosemead  
 City of Sacramento  
 City of San Clemente  
 City of San Gabriel  
 City of San Jacinto  
 City of San Pablo  
 City of San Rafael  
 City of Seal Beach  
 City of Sierra Madre

City of Simi Valley  
 City of South Gate  
 City of South Pasadena  
 City of South San Francisco  
 City of Tustin  
 City of Upland  
 City of Vacaville  
 City of West Covina  
 County of Butte  
 County of Mariposa  
 County of Mendocino  
 County of Riverside  
 County of San Bernardino  
 County of Tuolumne  
 County of Yolo  
 Town of Danville  
 Town of Hillsborough  
 Town of Truckee  
 Town of Yucca Valley

CA-NV American Water Works Association

Castaic Lake Water Agency  
 Castro Valley Sanitary District  
 Cucamonga Valley Water District  
 Glendale Water and Power  
 Hayward Area Recreation and Park District  
 Irvine Unified School District  
 Jurupa Community Services District  
 Livermore Area Recreation and Park District  
 Midpeninsula Regional Open Space District  
 Newhall County Water District  
 Piedmont Police and Fire  
 Ramona Municipal Water District  
 Rincon del Diablo Municipal Water District  
 Rosamond Community Services District  
 San Bernardino Municipal Water  
 San Mateo Fire District  
 San Marino Unified School District  
 Southern California Coastal Water Research  
 Sweetwater Authority  
 Walnut Valley Water District  
 West County Wastewater District  
 Western Municipal Water District  
 Colton Joint Unified School District  
 Irvine Unified School District  
 Lake Elsinore Unified School District  
 Menifee Unified School District  
 Mesa Water District  
 Mountain View School District  
 Romoland School District  
 West Covina Unified School District  
 Ohlone Community College  
 San Jose Community College  
 University of California Berkeley  
 University of California San Francisco  
 UCSF Medical Center

Stanislaus Council of Governments  
 Mechoopda Indian Tribe  
**Connecticut**  
 City of Bristol  
 City of New Haven  
 Groton Police and Communications Dispatch  
 Town of Groton

### Florida

City of Cape Coral  
 City of Deerfield Beach  
 City of Dunedin  
 City of Fort Lauderdale  
 City of Pompano Beach  
 City of Port St. Lucie  
 City of Riviera Beach

### Idaho

City of Sandpoint

### Illinois

City of Bloomington  
 City of Champaign  
 City of Countryside  
 City of Crystal Lake  
 City of Highland Park  
 City of Joliet  
 City of Lake Forest  
 City of Moline  
 City of Morton Grove  
 City of Naperville  
 City of Oakbrook Terrace  
 City of Orland Park  
 City of Prospect Heights  
 City of Rockford  
 City of Rock Island  
 City of St. Charles  
 City of Waukegan  
 City of Wood Dale  
 County of DuPage County  
 County of Peoria County  
 County of Sangamon County  
 County of Winnebago County  
 Village of Arlington Heights  
 Village of Cary  
 Village of Glencoe  
 Village of Kenilworth  
 Village of Lake Barrington  
 Village of Libertyville  
 Village of Lincolnwood  
 Village of Matteson  
 Village of Norridge  
 Village of Northbrook  
 Village of Northfield  
 Village of Oak Brook  
 Village of Oak Park  
 Village of Oswego  
 Village of Palos Park  
 Village of River Forest  
 Village of Riverside  
 Village of Westmont  
 Village of Wheeling  
 DuPage County Health Dept.  
 Batavia Public School District  
 Central Community Unit School District 301  
 Champaign County Forest Preserve District  
 Civitas Schools  
 Community High School District 99  
 Community Unit High School District 205  
 Community Unit School District 300

Community Unit School District 308  
 Consolidated High School District 230  
 Consolidated School District  
 Gower School District  
 Hampton School District 29  
 Harlem School District 122  
 Harrison School District 36  
 Harvard Community Unit School District  
 Harvey School District 152  
 Hinsdale Township High School District 86  
 Indian Prairie Community Unit School District 204  
 J. Sterling Morton High School District 201  
 Lake Zurich Community Unit School District 95  
 Mount Prospect School District 57  
 Naperville Community Unit School District 203  
 Naperville Park District  
 Norridge Park District  
 Oswego School District 308  
 Pace Suburban Bus Division  
 Park Ridge Schools  
 Port Byron Central School District  
 Posen-Robbins SD 143.5  
 Prospect Heights School District  
 Riverside Public School District 96  
 Rockford Public Library  
 Rock River Water Reclamation District  
 Sherrard Community Schools  
 St. Charles School District  
 Sunset Ridge School District  
 Township High School District 214  
 Wheaton-Warrenville School District 200  
 Winnetka Public Schools District 36  
 Lake Forest College  
 Lincolnwood Public Library  
 Oak Park Library  
 Oswego Library District  
 Park District of Highland Park

### Indiana

The University of Notre Dame  
 Indianapolis Public Library  
 Indianapolis Public Schools

### Iowa

City of Ankeny  
 City of Bettendorf  
 City of Burlington  
 City of Cedar Rapids  
 City of New Hampton  
 City of West Des Moines  
 County of Johnson  
 County of Linn  
 State of Iowa  
 Burlington Community School District  
 Cedar Rapids Community School District  
 Davenport School District  
 Diocese of Davenport  
 Catholic Schools

Dubuque Community School District  
 Knoxville Community School District  
 Mason City School District  
 North Scott School District  
 Des Moines Area Community College  
 Cedar Falls Utilities

### Kansas

City of Shawnee

### Michigan

University of Michigan  
 Lake Superior State University

### Minnesota

County of Anoka

### Nevada

County of Nye  
 Town of Pahrump

### New York

City of Batavia  
 Village of Ossining

### North Carolina

City of Burlington  
 City of Gastonia  
 City of High Point  
 City of Kinston  
 City of Mount Airy  
 City of Salisbury  
 Arc of Stanley County  
 County of Buncombe  
 County of Cabarrus  
 County of Davie  
 County of Orange  
 St. Augustine College  
 Wake Forest University  
 Eastern Band of Cherokee Indians  
 Salisbury Rowan Utilities

### Ohio

County of Cuyahoga  
 County of Montgomery

### South Dakota

Rapid City Area Schools

### Utah

Washington County School District

### Virginia

Commonwealth of Virginia  
 City of Manassas Park

### Wisconsin

City of Appleton  
 City of Brookfield  
 City of Eau Claire  
 City of Wauwatosa  
 City of West Allis  
 County of Brown  
 County of Kenosha  
 County of Milwaukee  
 County of Waukesha  
 HIDTA Milwaukee  
 Diocese of Madison Catholic Schools  
 Madison School District  
 Shorewood School District  
 Whitnall School District  
 West Allis School District



## Technical Certifications

ClientFirst consultants collectively possess an extensive portfolio of certifications, revealing their commitment to ongoing professional training and ensuring that our clients have access to the latest information in the field.







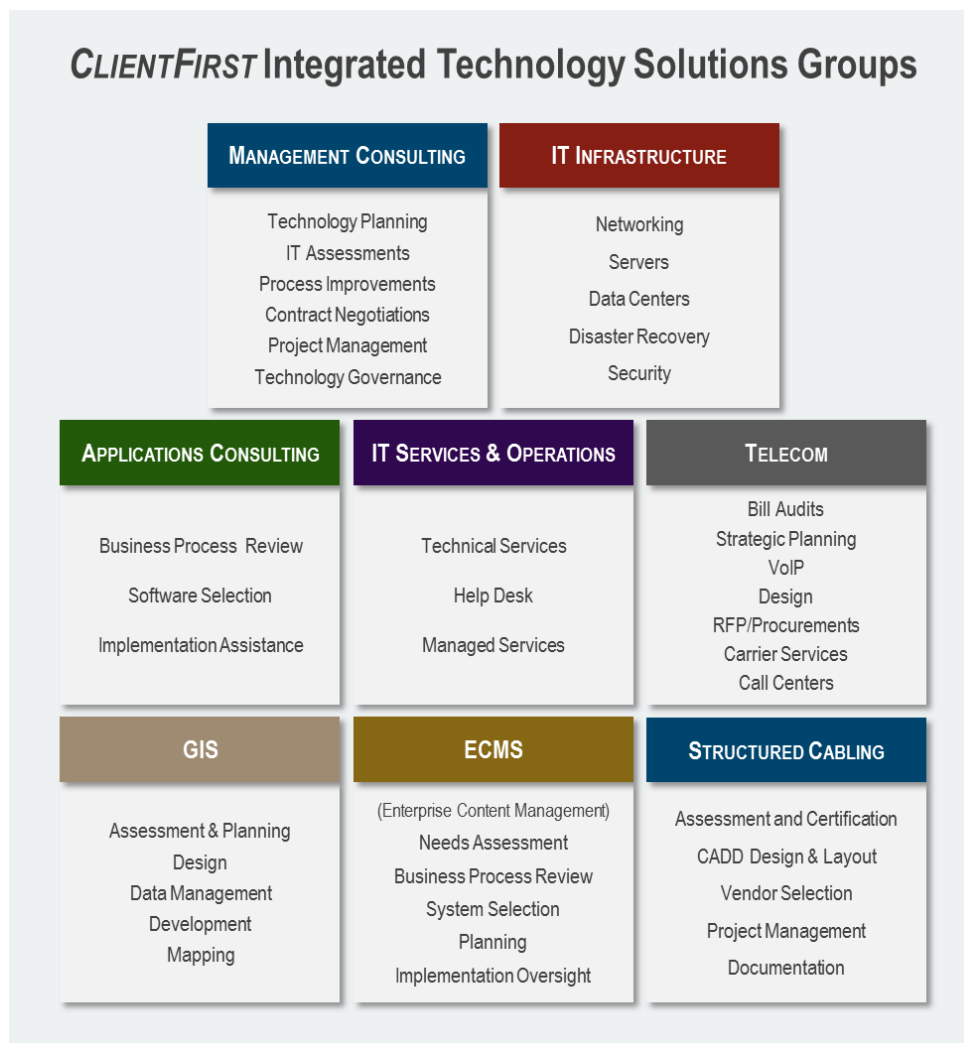
# Technology Consulting Services

We believe ClientFirst offers the greatest overall diversity and breadth of knowledge for mid-sized local government, independent IT consulting services. Our project team is involved daily with in-depth projects and services including:

- IT Support Operations to over a dozen cities
- Application Consulting for all major enterprise application systems
- Digital Infrastructure Design, Procurement, and Implementation
- Cybersecurity
- Disaster Recovery and Resiliency Planning
- GIS Operations Support and Consulting
- Telecommunications Design, Procurement, and Auditing
- IT Project Management Assistance

<b>SAVE</b>	<b>INCREASE</b>
 Time	 Expertise
 Money	 Service
 Resources	 Efficiency

Additional information on our key practice areas are included below:





## IT Infrastructure Consulting

A core competency of ClientFirst is the design and implementation of digital infrastructure. We have ongoing projects that include pre-construction planning, structured connectivity system design, outside plant fiber design, network design, resiliency upgrades, implementation, support, and maintenance. This includes design and implementation of the following elements:

- Networks
- Hyperconverged and Virtual Environments
- Cloud Computing
- Video Surveillance Systems
- Door Access Control Systems
- Structured Connectivity Systems
- Outside Plant Fiber Optic Design
- Disaster Recovery and Redundant Systems
- Secure Networks for Public Safety Applications
- Cybersecurity
- Public Safety Communications
- Unified Messaging Design, Selection, and Implementation
- IoT Networks

We work with each client to design, procure, and implement the appropriate solution according to their unique requirements. We have significant experience with Public Works bid projects in addition to the more traditional RFP and vendor selection methodologies.

For Public Works bid projects, we provide ongoing contract administration expertise in conjunction with the Public Works Department. We utilize a traditional American Institute of Architects (AIA) methodology for these projects, including cut sheet review and approval, weekly project meetings, multiple site visits (as needed), punch lists and documentation close-out.



Often, we are asked by our clients to provide implementation project management for complex multi-vendor infrastructure upgrades. We utilize traditional project management methodologies to develop, track and, if necessary, expedite these projects. We work with our clients to establish realistic completion dates and then work to resolve any issues encountered during the project in a time sensitive way. The projects we manage are completed on budget and within the timeframes provided by the client.

**From the beginning, I was impressed with how inclusive the process has been. I've never been associated with such a collaborative, cooperative, and engaged project. Outstanding process.**

— City Manager  
Software Selection



## Project Management Services

One of ClientFirst's key differentiators is that, in addition to providing highly skilled technicians, we provide our clients with tremendously experienced Project Managers. These individuals work with public agencies over 75% of their time and have extensive knowledge of industry best practices. This combination of knowledge and experience has resulted in success stories from IT departments across the country.

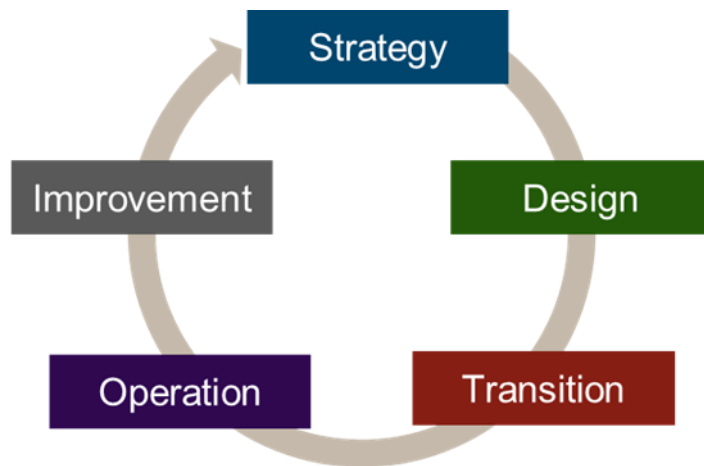
Our IT Management practice area works with clients to improve the quality of their IT management and service delivery. We apply our knowledge in this area to each of our clients' situations and customize our management style to fit their specific needs.

We provide our clients with a complete project management methodology that improves communication and delivery of services and lays the groundwork for high-quality, low-cost solutions that meet the City's needs.

Because we are a full-service, independent consulting firm, we can provide non-biased expertise in all areas of information technology.

### Our methodology includes:

- **Strategic Planning** – Maintaining a Five-Year Strategic Plan and Capital Replacement Plan
- **Project Planning** – Planning and executing individual projects on time and within budget
- **Budgeting** – Working with our client to maintain their IT budget and meet budgetary goals
- **Regular Communications** – Communicating upcoming goals, objectives, and IT support status through monthly or quarterly IT committee meetings
- **Rapid Escalation** – Rapidly escalating critical problems within *CLIENTFIRST* so the right subject-matter expert can be engaged to resolve the problem quickly and efficiently
- **Attention to Detail** – Working to maintain accurate documentation and track maintenance and vendor contracts and software licenses to ensure that there are no surprises in these often-overlooked areas
- **Regular Measurement** – Measuring our accomplishments monthly and working to improve our performance
- **Productivity Improvement** – Continually assessing areas for improved business processes, rather than simply maintaining existing systems





## Telecommunications and Unified Communications Consulting

ClientFirst's unified communications consulting practice provides multi-channel communications solutions design and procurement assistance for clients that are ready to move beyond traditional telephony services.

Our staff are unique in the telecommunications consulting industry, providing agencies with digital communications platforms that can be used to support multi-channel call center solutions. We provide our clients with a focused, experienced, and innovative team of professionals.

We provide a wide breadth of professional services that include:

- Systems evaluation and assessments
- Unified Communications system management projects
- VoIP (Voice-over-Internet Protocol) readiness reviews and assessments
- Telecom billing audits and cost reviews
- Strategic digital communications planning
- Systems design and alternative analysis
- Business continuation planning and disaster recovery planning
- Call center planning and design
- Competitive system and vendor selection
- Project management and implementation projects



ClientFirst is recognized nationally by many of the industry's leading vendors because they appreciate the fairness and objectivity we demonstrate when dealing with their organizations. This high level of visibility results in the best competitive proposals in response to *CLIENTFIRST's* RFP documents and provides the information our clients need to make informed decisions and realize the best value for their purchasing dollar.

**I have never seen such professionalism and thoroughness in managing an RFP as I have with *CLIENTFIRST*. Whether or not we win this contract, I would be happy to provide a reference if you ever need it.**

— Vendor  
Vendor Selection Assistance



## Enterprise Applications Consulting

ClientFirst has what we believe is a unique approach to Enterprise Applications consulting. Our Enterprise Application Consulting practice has expanded over the years and is now comprised of but not limited to the following elements:

- Process Review/Improvement, Assessment, and Business Case Justification
- Selection Services, including RFP development, proposal analysis, demonstration management, due diligence, and contract negotiation
- Implementation Project Management including all phases of implementation. This process includes ensuring all manual processes are improved, paper is eliminated, and internal and external customers receive services electronically and have access to information
- Post-implementation review to ensure objectives/goals and utilization levels were met including a plan to close any identified post implementation gaps
- Implementation Project Management rescue projects – We have the history and ability to assess enterprise application implementations that have become challenged or gone off the rails. Through analysis we determine the problem(s), so implementation management best practices can be applied, and the project can be put on a successful path. This may often include intermediary services to address problem issues with the existing vendor.
- Application Gap Analysis and Utilization Improvement for existing enterprise applications that are viable but require reconfiguration and setup, training, or other needs.
- Integration – between applications, with tools (ECMS, GIS, Field Based mobiles), desktop/office applications, external entities (payment processors, banks, PERS, etc.), and much more.
- Review of Technology Department’s application support resources including staff inventory, staff availability, skill sets, etc.



In years past, it was typical to see the largest line item in an organization’s IT budget was related to hardware infrastructure and the staff to support this hardware (servers, desktops, printers, servers, network equipment, etc.) In many cases, cities have seen their Software Application budget line items grow. Often, Technology Departments have not adjusted to address this change and are now adding more Application Software Business Analysts to their organizations to support the expanding software needs and demands of the user community.



This growth in software is the result of an organization’s need to eliminate manual and paper-based processes, to use software to gain efficiencies and increase productivity, but it is also to improve public access and to provide electronic services to the public. This also includes access and electronic services to internal customers (employees), as well as access to information and services for management, leadership and elected officials to improve effective decision-making.

Our specialization in local government and cities provide an in-depth knowledge of all the related local government operations and applications and the vendors that provide them.

Applications Experience	
General Ledger	CIS & Utility Billing
Budgeting	Tax Billing
Project Accounting	Backflow
Grant Accounting	Service Orders
Accounts Receivable	Work Orders/Preventative
Cash Receipts	Maintenance
Purchasing & Receiving	Inventory Management
Bids Management	Fleet Management
Contract Management	Planning
Accounts Payable	Permitting
Fixed Assets	Inspection
Loans	Code Enforcement
Special Assessments	Land/Parcel/Address
Financial Reporting	Management
Ad Hoc Reporting	Computer-Aided Dispatch
Business Licensing	(CAD)
Applicant Tracking	Records Management
Human Resources	Mobile Computing
Employee Self-Service	Citizen Request Management
Benefits Tracking	GIS
Time & Attendance	Adjudication
Payroll	Citation Management

The level of detail *CLIENTFIRST* explored in our software project was extremely valuable. We had attempted to do the same effort a few years ago, and there was no comparison. Through a needs assessment process, *CLIENTFIRST* collected a tremendous amount of valuable details.

—IT Coordinator  
Software Selection

From the beginning of our software selection process, I was impressed with how inclusive the process has been. I’ve never been associated with such a collaborative, cooperative, and engaged project. Outstanding process.

—City Manager  
Software Selection

Departmental / Functional Area Experience	
Council/Board Administration	Parks & Recreation
Building & Safety	Engineering
City Clerk	GIS
Finance	Water & Waste Water
Fire	Sanitation
Library	Field Operations
Utility Billing	Laboratories
Customer Service/Call Centers	Environmental Sciences
Payroll	Facilities
Human Resources	Treatment Plants
Planning	Fleet Management
Police	Engineering
Purchasing	Warehousing
Public Works	SCADA
	Information Systems



## Integrated Technology Services Overview

### Management Consulting

- Technology Strategic/Master Planning
- IT Assessment
- IT Staffing Assessment
- Process Improvement
- Procurement Assistance
- Contract Negotiation
- Project Management
- IT Governance Seminars

### Applications Consulting

#### **Business Process Review**

- Business Case Analysis
- Assessment and Recommendations
- Process Analysis and Improvement

#### **Software Selection**

- Feature / Function Requirements Definition
- Implementation Risk Assessment
- Change Management
- RFP Development
- Vendor Analysis and Evaluation
- Demonstration Facilitation
- Contract Review and Negotiation
- Implementation Project Management
- Ad Hoc Report-Writing Assistance

### ECMS

- Assessment
- Business Process Review
- System Selection
- Planning
- Implementation Oversight

### Telecommunications Consulting

- VoIP Readiness Review
- Systems Evaluation, Design, Specification, and RFP Development
- Bill Audits (Cost Analysis and Negotiation)
- Telecom Expense Management (TEM)
- Credit / Refund Requests
- Strategic Planning
- Project Management
- Carrier Services Cost Analysis
- Operational and Workflow Review
- System Selection and Contract Negotiation

### GIS

- Assessment and Planning
- Design
- Data Management
- Development
- Mapping

### IT Infrastructure

#### **Networking and Servers**

- Assessment, Design, and Installation
- Replication and Redundancy Strategy
- Virtualization
- Cloud Computing
- Wireless
- Data Center Design

#### **Disaster Recovery**

- Risk Assessment and Business Impact Analysis
- Disaster Recovery Planning
- Hot-Site and Recovery Service Evaluation
- Storage Area Networking
- Backup Strategies and Design

### Cybersecurity

- Assessment and Planning
- Applications and Hardware Security
- Cybersecurity Review
- Security Policy and Control Development
- Intrusion Testing
- Workshops and Training
- Compliance: NIST, NCCoE, PCI, CJIS, NEA/FERC

### Structured Cabling System Design

- Assessment and Certification
- CADD Design and Layout
- RFP / Vendor Selection
- Project Management
- Documentation
- Fiber-Optic Network Design

### IT Staffing/Augmentation

- IT Staffing Assessment and Operational Review
- Interim IT Management
- Virtual CIO Service
- Supplemental IT Management Staffing

### IT Services and Operations

#### **IT Technical and Managed Services**

- On-Site or Remote Support
- Inventory and Licensing Management
- Network, Server, Selection, Implementation, Configuration, and Management
- Security Systems Support
- Remote Systems Monitoring



# Project Team Leads

The personnel selected for this engagement are experts in their given disciplines, chosen according to the specific needs of this project, working as an integrated team to provide end-to-end consulting and support services.

## Project Team Roles

**David Krout** - Partner, Enterprise Applications

**Project Role: Project Manager, Subject-Matter Expert**

David Krout, CPA (*inactive*) has been continually working with local government nationwide on these application selection projects for 25 years. David has interviewed thousands of users, in all municipal departments, in business process workshops. For this project, David will personally lead every workshop at all levels.

**Tom Jakobsen** - Partner, IT Infrastructure

**Project Role: Project Director, Subject-Matter Expert**

Tom Jakobsen has been managing local government infrastructure-related projects for over 35 years. He is directly providing project management, project oversight, project budgets, and managing project portfolios. Tom is often an escalation point for vendor management and project-related issues.

**Tom Weiman** – Practice Leader, Enterprise Communications

**Project Role: Project Manager, Subject-Matter Expert**

Tom Weiman leads the *CLIENTFIRST* Telecommunications Practice and has been working with local government agencies to replace or upgrade their telecommunications systems for more than 25 years. Over that time, he has saved clients millions of dollars through telecommunications system replacement and services consolidation or telecommunications system audits.

**Craig Williams** - Director, IT Infrastructure

**Project Role: Subject-Matter Expert**

Craig Williams career beginning as an architect, a Registered Communications Distribution Designer (RCDD) and then as CIO of multiple agencies has provided him with a depth of knowledge related to inside and outside copper and fiber-optic cable design and implementation. Craig can also assist in data center design and project management.

**Jamie Shell** – Director, Enterprise Applications Consulting

**Project Role: Project Manager, Lead Business Process Analyst**

Jamie Shell (former municipal finance director) has 25 years of public sector experience, including 20 years working in local government finance and over 15 years assisting federal, state, and local governments. He has successfully managed on-site and remote projects for over 50 public-sector agencies throughout the United States. He will serve as the Selection Project Manager, Business Process Analyst, and Solutions Architect.





**Tatjana Meser** – Manager, Enterprise Applications Consulting

**Project Role: Project Director, Applications Consultant**

Tatjana has over 12 years of experience with local government agency software systems and implementations. Her in-depth experience with Land Management software configuration, business analysis, and user needs assessment allows Tatjana to successfully configure new modules, oversee software migrations, script reports, and implement customized scripts/integrations. In addition, her portfolio includes assessment, planning, implementations, configuration, integration, upgrades, customizations, testing, and documentation. Tatjana has experience with over 35 different agencies.

**Michael Redmond** – Manager, IT Infrastructure Consulting

**Project Role: Infrastructure Architect**

Michael Redmond has for over 22 years in IT, including Public Sector for 14 years. Michael is a subject-matter expert in cybersecurity, networking, servers, virtualization, storage, databases, backups/disaster recovery, operations, and cloud technologies. He can communicate effectively across all levels of an organization.

**Chad Griewahn** – Director, IT Infrastructure and Operations Consulting

**Project Role: Infrastructure Architect**

Chad Griewahn has over 30 years of experience in information technology and focusing on telecommunications, local government infrastructure, operations, staffing and project management. His former roles as a CTO and IT manager have strengthened and refined his skills in IT Strategic Planning, Governance, and IT management mentoring, allowing him to effectively serve and meet the needs of clients.

**Janet Federico** – Management Consultant, Enterprise Applications Consulting

**Project Role: Applications Consultant**

Janet Federico has over 12 years of experience with government agency software implementations. She has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.



# David W. Krout, CPA *(Inactive)*

## Partner – Enterprise Applications Consulting Practice Leader

David Krout has 25 years of experience assisting local governments with a broad scope of information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

David's unique and diversified background in business management, accounting, and management consulting has given him the ability to collaborate with C-level executives and department staff from a practical, business-management perspective to maximize their technology utilization.

Having also worked for a leading local government enterprise software provider, David brings a unique understanding of consulting, client representation, and vendor relationships to the collaboration between the agency and software vendors.

### Highlights

- Served on the National Committee for Information Technology for the Institute of Management Accountants
- Former President, Institute of Management Accountants, Inland Empire Chapter
- Former Government IT Consulting Manager for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Featured speaker for the California Society of Municipal Finance Officers (CSMFO), Municipal Information Systems Association of California (MISAC), and Texas Association of Government Information Technology Managers
- Project lead with over 100 public-sector agencies throughout the United States

### Agency Experience

City of Batavia	City of Pelham	Village of Oswego	Rosamond Community
City of Bloomington	City of Piedmont	Village of River Forest	Services District
City of Brentwood	City of Rancho Mirage	CA-NV American Water	Salisbury-Rowan Utilities
City of Brisbane	City of Redlands	Works Association	San Bernardino
City of Burbank	City of Rialto	Castaic Lake Water	Municipal Water
City of Burlington	City of Riviera Beach	Agency	Southern California
City of Carlsbad	City of Rosemead	Castro Valley Sanitary	Coastal Water
City of Camarillo	City of Salisbury	District	Research (SCCWRP)
City of Chino	City of Sandpoint	Colton Joint Unified	Walnut Valley Water
City of Clovis	City of San Gabriel	School District	District
City of Colton	City of San Jacinto	Cucamonga Valley	West County
City of Corona	City of Shawnee	Water District	Wastewater District
City of Coronado	City of Sierra Madre	Gastonia Water & Power	Western Municipal
City of Dublin	City of Simi Valley	Glendale Water and	Water District
City of Foster City	City of South Gate	Power	Mechoopda Indian Tribe
City of Gastonia	City of Tustin	HIP Housing	Eastern Band of
City of Healdsburg	City of West Covina	Lake Elsinore Unified	Cherokee Indian
City of Hemet	City of West Des Moines	School District	
City of Highland Park	County of Butte	Menifee Unified	
City of Indio	County of Buncombe	School District	
City of La Habra	County of Denton	Mesa Water District	
City of La Puente	County of Mendocino	Midpeninsula	
City of Laguna Niguel	County of Orange	Regional Open	
City of Lake Forest	County of Riverside	Space District	
City of Larkspur	County of San	Ramona Municipal	
City of Lomita	Bernardino	Water District	
City of Manassas Park	Town of Danville	Rincon del Diablo	
City of Menlo Park	Town of Groton	Municipal Water	
City of Mission Viejo	Town of Hillsborough	District	
City of Murrieta	Town of Truckee	Rock River	
City of Pacifica	Village of Glencoe	Reclamation	
City of Palm Desert	Village of Lincolnwood	District	
City of Palmdale	Village of Northfield		



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Certified Public Accountant (CPA) (Inactive)
- Bachelor of Science in Business Administration and Accounting – CSU San Bernardino

### SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations



Certified Public Accountant

*(Inactive)*

It has been absolutely key to this project that ClientFirst, especially Dave, knows the governmental environment, its limitations and its opportunities.

—Director of Administrative Services  
CA Municipality



# Tom Jakobsen

## Partner – IT Infrastructure and Operations Consulting Practice Leader

Tom Jakobsen has over 40 years of experience in the information technology arena. His interdisciplinary experience has given him a unique understanding of the interrelationship between IT infrastructures and the applications they support. It has also afforded him firsthand experience demonstrating the benefits of project management and system development life cycles for infrastructure-related projects. Tom's dual roles as a Virtual CIO and Consultant provide clients with a resource of tremendous experience who understands interdepartmental and vendor relationships and their management.

### Highlights

- Former National IT Infrastructure Consulting Practice Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Ongoing Contract CIO for multiple agencies
- Former CIO at Frame Relay Corporation
- Interim CIO at AAA Colorado
- Interim CIO at AAA Arizona
- Two-time Interim CIO at Illinois Action for Children
- Managed hundreds of IT consulting projects with dozens of municipalities and local governments

### Agency Experience

City of Bloomington  
City of Brentwood  
City of Burbank  
City of Calabasas  
City of Camarillo  
City of Chino  
City of Colton  
City of Corona  
City of Downey  
City of Dublin  
City of Foster City  
City of Glendora  
City of Healdsburg  
City of Highland Park  
City of Joliet  
City of La Habra  
City of La Puente  
City of Laguna Niguel  
City of Lake Forest  
City of Larkspur  
City of Menlo Park  
City of Mount Airy  
City of Murrieta  
City of Naperville  
City of Oakbrook Terrace  
City of Pacific Grove  
City of Palm Desert  
City of Palmdale  
City of Piedmont  
City of Rancho Cucamonga  
City of Rancho Mirage  
City of Redlands  
City of Rialto  
City of Riviera Beach  
City of Rockford  
City of Rohnert Park  
City of Salisbury  
City of San Gabriel  
City of San Pablo  
City of Seal Beach  
City of Sierra Madre  
City of Simi Valley  
City of South Gate  
City of South San Francisco  
City of St. Charles

City of West Covina  
City of West Des Moines  
County of Denton  
County of Davie  
County of Mariposa  
County of Mendocino  
County of Tuolumne  
Town of Danville  
Town of Groton  
Town of Yucca Valley  
Village of Arlington Heights  
Village of Bloomingdale  
Village of Cary  
Village of Glencoe  
Village of Homewood  
Village of Kenilworth  
Village of Libertyville  
Village of Lincolnwood  
Village of Northbrook  
Village of Northfield  
Village of Oak Brook  
Village of Oak Park  
Village of Ossining  
Village of Palos Park  
Village of River Forest  
Village of Riverside  
Batavia USD 101  
Butler SD 53  
Carpentersville School District  
Central CUSD 301  
CHSD 230, Orland Park  
Colton Joint USD  
Community CSD 158  
Cucamonga Valley Water District  
CUSD 300  
CUSD 308, Oswego  
DeKalb CUSD 428  
Durand CUSD 322  
East Aurora SD 131  
Forest Preserve District of Will County  
Geneva CUSD 304  
Glenview SD 34

Harlem SD 122  
Harrison SD  
Hononegah Community HSD 207  
Illinois Action for Children  
Illinois Municipal Retirement Fund (IMRF)  
Indian Prairie CUSD 204  
Indianapolis Public Library  
J. Sterling Morton HSD 201  
Lake Elsinore USD  
Lincolnwood Public Library  
Mount Prospect SD 57  
Naperville CUSD 203  
Naperville Park District  
Nationwide Trial Division  
Norridge Park District  
Oak Park Library  
Orland Park D230  
Oswego Public Library District  
Park District of Highland Park  
Park Ridge-Niles SD  
Riverside SD 96  
Romoland SD  
Salt Creek SD 48  
San Jose Evergreen Community College  
San Marino USD  
SD U-46, Elgin  
St. Charles CUSD 303  
Stanislaus Council of Governments Township HSD 214  
University of Chicago  
Washington County SD

West Aurora SD 129  
West Covina USD  
CA-NV American Water Works Association  
Castaic Lake Water Agency  
Castro Valley Sanitary District  
Jurupa Community Service District  
Mesa Water District  
Midpeninsula Regional Open Space District  
Newhall Co Water District  
Ramona Municipal Water District  
San Bernardino Municipal Water  
Western Municipal Water District  
Winfield SD 34



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Mathematics and Economics – University of Iowa
- Member, Project Management Institute, Midwest Chapter
- Member, University of Iowa Graduate College, Advisory Board

### SPECIALTIES

- Network Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Disaster Recovery
- IT Operations Management
- Interim CIO/IT Management
- Project Management
- Assessments, Strategy, and Planning



Tom, I've been meaning to thank you for your expertise and guidance... assisting us in moving forward on all fronts.

—City Manager  
IL Municipality

Know that I am extremely satisfied with the team we have assembled. It is comforting to have steady hands guiding us into the 21st century!

—City Administrator  
CA Municipality



# Tom Weiman

## Practice Leader, Enterprise Communications Consulting

Tom Weiman has been providing IT and telecommunications consulting for more than 30 years. He has experience providing consulting in telecommunications, data networks (LAN/WAN), and cable infrastructure.

Tom's unique combination of voice, data, and infrastructure experience provides our clients with years of design, selection, and implementation experience with all facets of IT and telecommunications. Tom has direct experience in the detailed design of contact centers, IVR operations, and the integration of voice and data services for multi-location clients.

### Highlights

- Lead Project Manager, State of Wisconsin, saving the state over \$90 million in telecommunications service costs
- Former Partner and National Telecom Consulting Project Leader for RSM McGladrey, the nation's fifth-largest CPA and consulting firm
- Call Center Campus Instructor at Purdue University, Center for Customer-Driven Quality
- Provided telecommunications consulting services to nearly 300 public agencies throughout the United States, including government agencies, non-profit organizations, healthcare and financial institutions, and educational institutions at the K-12 and higher education levels

### Agency Experience

City of Bettendorf  
City of Bloomington  
City of Brentwood  
City of Burbank  
City of Calabasas  
City of Camarillo  
City of Cape Coral  
City of Chino  
City of Corona  
City of Countryside  
City of Deerfield Beach  
City of Downey  
City of Dunedin  
City of Eau Claire  
City of Escondido  
City of Fort Lauderdale  
City of Foster City  
City of Kinston  
City of La Habra  
City of La Puente  
City of Laguna Niguel  
City of Lake Forest  
City of Mason City  
City of Matteson  
City of Miami Springs  
City of Moline  
City of Mount Airy  
City of Mount Dora  
City of Murrieta  
City of Naperville  
City of New Hampton  
City of New Haven  
City of Oakbrook Terrace  
City of Orland Park  
City of Palm Desert  
City of Palmdale  
City of Piedmont  
City of Pompano Beach  
City of Port St. Lucie  
City of Prospect Heights  
City of Rancho Cucamonga  
City of Rancho Mirage  
City of Redlands  
City of Rock Island  
City of Rockford  
City of Sacramento  
City of Salisbury  
City of San Clemente  
City of San Gabriel  
City of San Rafael  
City of Sierra Madre

City of Sioux Falls  
City of South Pasadena  
City of South San Francisco  
City of St. Charles  
City of Upland  
City of Waukegan  
City of Wauwatosa  
City of West Allis  
City of West Covina  
City of West Des Moines  
City of West St. Paul  
County of Buncombe  
County of Cabarrus  
County of DuPage  
County of Milwaukee  
County of Montgomery  
County of Orange  
County of Peoria  
County of San Bernardino  
County of Sangamon  
County of Tazewell  
County of Tuolumne  
County of Will  
County of Winnebago  
County of Yolo  
Town of Danville  
Town of Truckee  
Village of Arlington Heights  
Village of Cary  
Village of Lincolnwood  
Village of Northfield  
Village of Oak Brook  
Village of Oak Park  
Village of Palos Park  
Village of River Forest  
Village of Riverside  
Civitas Schools  
Consolidated SD 158  
Algonquin CUSD 300  
Arlington Heights Township  
HSD 214  
Assumption Catholic High School, Davenport  
Batavia SD 101  
Burlington Central CUSD 301  
Castaic Lake Water Agency  
Cedar Rapids Community School District  
Davenport Community Schools  
Davenport School District  
DeKalb CUSD 428

Diocese of Davenport Catholic Schools  
Diocese of Madison Catholic Schools  
Dubuque Community School District  
Eastern IL University  
Elgin School District  
Forest Preserve District of Will County  
Geneva Community Unit SD 304  
Glenview Schools  
Gower School District 62  
Hampton SD 29  
Harlem SD 122  
Harrison SD 36  
Harvard CUSD 50  
IL Action for Children  
Illinois State University  
Indian Prairie CUSD 204  
Irvine School District  
Knoxville Community School District  
Livermore Area RFD  
Madison School District  
Mason City School District  
Mount Prospect SD 57  
Naperville CUSD 203  
Newhall County Water District  
Norridge Park District  
North Scott School District  
Oak Park Public Library  
Ohlone Community College  
Omaha Public Power District (OPPD)  
Orland Park CHSD 230  
Oswego CUSD 308  
Oswego Public Library District  
PACE Suburban Bus Division RTA  
Park District of Highland Park  
Park Ridge-Niles CCSD 64  
Port Byron Central School Districts  
Rapid City Area Schools

Riverdale CUSD 100  
Riverside SD 96  
Rockford Public Library  
Salisbury-Rowan Utilities (SRU)  
San Bernardino Municipal Water Department  
San Jose/Evergreen Community College  
Schaumburg Township District Library  
Sherrard Community Schools  
Shorewood School District  
South Florida Water Management  
St. Ambrose University  
St. Charles CUSD 303  
Sunset Ridge SD 29  
University of Chicago  
University of Michigan  
University of Notre Dame  
Wahlert Catholic High School  
Washington County School District  
West Allis School District  
West Aurora SD 129  
Wheaton-Warrenville SD 200  
Whitnall School District  
Cedar Falls Utilities  
Central Illinois Power  
Church of Our Savior



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Communications — St. Ambrose University
- Ongoing training from Avaya/Cisco/ShoreTel/Nortel/Mitel/NEC, and others
- Past President and current member of the Iowa Telecommunications Users Group (ITUG)
- Member, All Major Vendor Consultant Programs
- Member, Association of Communications Technology Professionals in Higher Education (ACUTA)
- Member, Building Industry Consulting Services, International (BICSI)
- Member, Healthcare Information and Management Systems Society (HIMSS)
- Member, Society of Telecommunications Consultants (STC)
- Member, Institute of Electrical and Electronics Engineers (IEEE)

### SPECIALTIES

- Billing Audits and Cost Reviews
- Carrier Services Cost Analysis
- Competitive Hardware and Services RFP Development and Evaluations
- Implementation Project Management
- Operational Assessment and Workflow
- Strategic Telecommunications Planning
- VoIP Readiness Assessments and RFP



I would like to thank both of you, especially Tom, for all the hard work you did for us. We could not have done this RFP process successfully without your help.

—IS Manager  
CA Municipality



# Craig Williams, RCDD, NTS

## Director, Infrastructure Consulting Services

Craig Williams has over 25 years of experience in the IT profession, focused primarily on providing visionary consulting and support for education and other public-sector organizations. A former school CIO, Craig emphasizes a balanced perspective of improvement in all areas of IT, from internal infrastructure to public-facing technologies. He is an articulate consensus-builder with executives, departments, staff, and the public. Craig leverages his extensive master planning, infrastructure design, application implementation and project management experience to provide districts with effective, lasting results in utilizing technology to fulfill their educational mission.



## CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Science in Architecture — University of Illinois
- BICSI Registered Communication Distribution Design (RCDD)
- BICSI Network Technology Systems (NTS) Designer
- MBA, North Central College (Concentration in Management Information Systems)

## SPECIALTY AREAS

- Infrastructure — Low Voltage Systems/Cabling
- Data Center/Networking
- Wireless
- Project Management
- Business and Human Resources Systems
- CIO Advisory
- Public-Facing Web Technology
- Staff Support/Customer Service

## Highlights

- Full Wireless replacement RFPs for school districts
- Building security replacement for Illinois school district
- Numerous E-Rate network equipment RFPs
- E-Rate WAN RFPs
- Point-to-point WAN for Illinois school district
- Fiber replacement for mid-sized K-12 school district
- Selected as one of 16 technology directors nationally for HP and Intel Profiles in Leadership through Tech and Learning Magazine
- Directed technology support and operations at Illinois' second-largest public-school district, serving 40,000 students. Led technical staff of 71. Increased customer satisfaction from 87.7% to 95.2% rate
- National award from the Help Desk Institute as one of Elite 50 organizations for customer support across all industries

## Agency Experience

City of Azusa  
 City of Glendora  
 City of Joliet  
 City of Pacific Grove  
 City of Piedmont  
 City of Manassas Park  
 City of Rancho Mirage  
 City of Riviera Beach  
 City of San Pablo  
 City of South San Francisco  
 City of West Covina  
 City of West Des Moines  
 Village of Lincolnwood  
 Village of Orland Park  
 Village of Park Forest  
 Village of River Forest  
 Village of Wheeling  
 County of Davie  
 County of Mariposa  
 County of Mendocino  
 County of Tuolumne  
 Arie Crown Hebrew Day School  
 Batavia School District  
 Butler SD 53  
 Carpentersville CUSD 300  
 Central CUSD 301  
 Community High School District 99

Chicago International Charter Schools  
 DeKalb CUSD 428  
 Durand CUSD 322  
 Forest Ridge SD 142  
 Forest Preserve District of Lake County  
 Geneva CSD 304  
 Harlem School District 122  
 Harvard Comm SD 50  
 Harvey SD 152  
 Hinsdale HSD 86  
 Hononegah SD 207  
 Huntley SD 158  
 Indian Prairie CUSD 204  
 J. Sterling Morton HSD 201  
 Lake Zurich SD 95  
 Marmion Academy  
 Mount Prospect SD 57  
 Naperville CUSD 203  
 Northbrook Public Library  
 Posen-Robbins SD 143.5  
 Rockford Public Library  
 Rock River Water Reclamation District  
 Salt Creek SD 48  
 San Bernardino Municipal Water District

Steppenwolf Theatre  
 Sunset Ridge School District  
 Town of Groton  
 Thornton Fractional HSD 215  
 Township HSD 214  
 West Aurora SD 129  
 Wheaton Warrenville CUSD 200  
 Winnetka SD 39



Network Technology Systems Designer

**Craig, you were instrumental in the successful completion of this project all along the way, but especially as we... needed a push in "crossing the last beachhead."**

—Superintendent of Schools  
 IL School District

**I appreciated Craig's knowledge of IT issues, as well as his ability to convey them in a manner that made sense to me.**

—Library Director  
 IL School District



# Jamie T. Shell, PMP

## Director, Enterprise Applications Consulting

Jamie Shell has over 25 years of public sector experience, including 10 years working in local government finance (Finance Director) and over 15 years assisting local governments with various information technology needs. He specializes in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Jamie’s background in local government finance, project management, and software implementation has given him the ability to work jointly with C-level executives, agency/department heads, and staff to maximize their technology utilization.

Having worked in government and as an enterprise software provider, Jamie brings a unique understanding of the perspectives of both the agency and software vendors.

### Highlights

- Former municipal Finance Director
- Served as President of the Eastern Kansas Government Finance Officers Association (2005)
- Former manager of Client Services with one of the largest government ERP vendors
- Former manager of Professional Services with another major government ERP vendors
- Successfully managed onsite and remote projects for over 50 public-sector agencies throughout the United States

### Agency Experience

- |                       |  |                         |
|-----------------------|--|-------------------------|
| City of Alpharetta    | City of Hoover                         | City of Tyler           |
| City of Atlanta       | City of Indianapolis/<br>Marion County | City of Vacaville       |
| City of Barrie        | City of Kansas City                    | City of West Covina     |
| City of Batavia       | City of Medford                        | City of West Hollywood  |
| City of Battle Ground | City of Memphis                        | City of West Lafayette  |
| City of Bentonville   | City of Mesa                           | City of West Sacramento |
| City of Branson       | City of Miami                          | City of Wilmington      |
| City of Carlsbad      | City of Minden                         | County of Clermont      |
| City of Chattanooga   | City of Naperville                     | County of Cook          |
| City of Clovis        | City of New Port Richey                | County of Denton        |
| City of Coronado      | City of Norco                          | County of Douglas       |
| City of Dubuque       | City of Oviedo                         | County of Kauai         |
| City of East Point    | City of Pacifica                       | County of Nassau        |
| City of Edmondton     | City of Palm Desert                    | County of New Castle    |
| City of Elgin         | City of Pearland                       | County of Ramsey        |
| City of Elmhurst      | City of Port Angeles                   | County of San Juan      |
| City of Evanston      | City of Poulso                         | County of San Mateo     |
| City of Flagstaff     | City of Prescott                       | Town of Cary            |
| City of Fort Collins  | City of Richmond                       | Town of New Canaan      |
| City of Gallup        | City of Salinas                        | Town of Isle of Palms   |
| City of Glendora      | City of Simi Valley                    | Town of Prescott Valley |
| City of Grand Rapids  | City of St. Petersburg                 | Town of Vail            |
| City of Henderson     | City of Stockton                       |                         |
| City of High Point    |  |                         |



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Project Management Professional (PMP)
- Bachelor of Science in Business Administration and Accounting – Missouri Western State University

### SPECIALTIES

- Business Process Reviews
- Applications Requirements Definition
- Enterprise Applications Architecture
- Current System Needs Analysis and Improvement
- New Software Selection Assistance
- Technology Master Planning
- Project Management and Oversight
- Conversion Assistance and Planning
- Contract Reviews and Negotiations





# Tatjana Meser

## Manager, Enterprise Applications Consulting

Tatjana Meser has over eight years of experience with local government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows Tatjana to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

These business improvement and process consistency efforts have created significant cost savings through move-efficient business processes and have reduced overall implementation costs.

Having worked with numerous government agencies as a vendor, Tatjana also brings an understanding, perspective, and ability to manage all the parties necessary for delivering lasting operational success.

### Highlights

- Project oversight and management services for multiple community development implementations with custom integration to financial, tax, and business licensing systems
- Industry experience includes work with City and County agencies

### Agency Experience

City of Batavia	City of Pismo Beach
City of Beaumont	City of Rancho Palos Verdes
City of Carlsbad	City of Rocklin
City of Corona	City of Salinas
City of Coronado	City of San Bernardino
City of Escondido	City of San Clemente
City of Fairfield	City of St. Cloud
City of Fontana	City of St. Paul
City of Glendora	City of Vacaville
City of Greenville	City of Vallejo
City of Hesperia	City of West Covina
City of Idaho Falls	City of West Sacramento
City of Keller	City of Wood Dale
City of Key West	Town of Windsor
City of Lakeland	Village of Lincolnwood
City of Larkspur	Village of Oswego
City of Mill Valley	Village of River Forest
City of Mission Viejo	Village of Westmont
City of Monrovia	County of Butte
City of Newark	County of Calaveras County
City of Oceanside	County of Mendocino
City of Palm Desert	County of Shasta
City of Palmdale	County of Yuba
City of Piedmont	County of Hanover
City of Pinole	



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in International Studies – UC San Diego
- Project Management Institute Member – Inland Empire Chapter

### SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation



**I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!**

—Account Clerk  
CA Municipality



# Michael Redmond

## *Manager, IT Infrastructure Consulting*

Michael Redmond has been working in IT for over 22 years and Public Sector for 14 years. He has demonstrated leadership in technical operations, project management, staffing, vendor management, contract negotiations, and team leadership across a range of IT areas.

Mr. Redmond is a subject-matter expert in cybersecurity, networking, servers, virtualization, storage, databases, backups/disaster recovery, operations, and cloud technologies. He can communicate effectively across all levels of an organization.

### Highlights

- Former Senior Security Operations Analyst
- Coordinated and lead security efforts with engineers, architects, senior managers, and directors
- Has provided Disaster Recovery Plans for over 20 years
- Coordinated multiple software migrations
- Has experience analyzing bids, negotiating contracts, selecting vendors, and overseeing all final work for awarded vendors during the RFP process
- Has managed all day-to-day operations of an organization's network, including IT special requests, and provided solutions to ticket escalations
- Has managed and led security incidents, document efforts, and lead remediation efforts
- Interim Infrastructure Director Niles Township High School District

### Agency Experience

City of Centennial  
 City of Newark  
 City of San Leandro  
 City of South Gate  
 Town of Windsor  
 Village of Park Forest  
 Village of River Forest  
 Village of Riverside  
 East Bay Regional Park District  
 Niles Township High School District  
 Pueblo Community Health  
 US Olympic Committee



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration (MBA) – Colorado Technical University
- Bachelor of Management, Colorado Christian University
- Project Management Professional (PMP)
- ITIL Foundations Certification

### SPECIALTIES

- Disaster Recovery
- Security Operations
- Budget Management
- Technical Operations
- Fiber Optics Program Management
- Firewall Implementation
- Cloud Operations
- Project Management
- Vendor Management
- Contract Negotiations







# Chad Griewahn

## Director – IT Infrastructure and Operations Consulting Practice

Chad Griewahn has over 30 years of experience in information technology and focusing on telecommunications local government infrastructure, operations, staffing and project management. Through his years of experience, Chad has gained an invaluable understanding of the connections between IT infrastructure, operations, and business applications. Chad's role as a former CTO and other IT management roles has strengthened and refined his skills in IT Strategic Planning, Governance, and IT management mentoring, allowing him to effectively serve and meet the needs of clients.

### Highlights

- Former CTO/COO for Booth Creek Management Corporation, one of the oldest private-equity investment firms
- CIO Advisor for City of Atlanta and Fulton County Government
- Strategic Advisor for IT Directors and CIOs
- IT Strategic advisor for both private and public entities
- 30 years of global telecommunications experience
- Managed hundreds of IT consulting projects with both public and private sectors

### Agency Experience

City of Atlanta  
City of New York  
City of Alpharetta  
City of John's Creek  
City of Doraville  
DeKalb County

Fulton County  
Oregon Wastewater Management  
Oregon State Lottery  
State of Texas HSC  
Department of Defense (DOD)



### CREDENTIALS, DEGREES, AND AFFILIATIONS

- Bachelor of Arts in Political Science – Kings College
- CompTIA A+ 1994
- Project Management Professional 2000
- Certified Novell Engineer (CNE) 1995
- Microsoft Certified Systems Engineer 2000
- Microsoft Certified Product Specialist 1998
- CCNP Cisco Certified Professional 1995
- Fotec Fiber Optic Certified
- ITIL Certified Foundation 2006
- CATO NETWORKS SASE Expert Certification
- FORTINET NSE2 Certified
- VMware SD-WAN Technical Sales Professional (VTSP)
- VMware Cloud Technical Sales Professional (VTSP)
- Cisco Meraki CMA Certified
- Cisco Meraki Solutions Specialist

### SPECIALTIES

- Voice and Data Design, Procurement, Implementation, and Oversight
- Cybersecurity
- Network Transformations
- Disaster Recovery
- IT Operations Management
- CTO\IT Management
- IT Management Mentoring
- IT Governance
- Policies Development
- Project Management
- Assessments, Strategy, and Planning



# Janet Federico, MBA

## Management Consultant

Janet Federico has over 11 years of experience with local and federal government agency software implementations. Her in-depth experience with software configuration, business analysis, and user needs assessment allows her to successfully oversee project implementations of standard and customized software.

Skilled in all facets of the project life cycle for application software, she has experience with functional and technical requirements development, gap analysis, system analysis, design, specifications, unit and system testing, implementation planning, execution, lessons learned, and system documentation.

Janet also has over six years of experience in working with organizations to identify their strategic, organizational, application, and functional requirements to determine which system and/or specific applications are a proper fit for both the agency and the vendor.

Additionally, having worked for a leading local government enterprise software provider, Janet brings a strong understanding of software implementation, consulting, process knowledge, and functional knowledge, along with the customers' needs and concerns throughout and post-implementation.

## Highlights

- Multi-phased agency-wide software implementations
- Extensive knowledge of business and technical processes pertaining to enterprise applications

## Agency Experience

City of Batavia  
 City of Bartlesville  
 City of Bentonville  
 City of Carlsbad  
 City of Clovis  
 City of Coronado  
 City of Corvallis  
 City of Decatur  
 City of Fort Smith  
 City of Glendora  
 City of High Point  
 City of Highland Park  
 City of Hutchinson

City of San Bernardino  
 City of Tulsa  
 City of Wichita  
 City of Wisconsin Springs  
 City of Wood Dale  
 Village of Hinsdale  
 Village of Orland Park  
 County of Champaign  
 County of Collin  
 County of Denton  
 County of Minnehaha  
 County of St. Joseph  
 State of Texas (DFPS)



## CREDENTIALS, DEGREES, AND AFFILIATIONS

- Master of Business Administration – Ellis College
- Bachelor of Science in Applied Management – Kaplan University

## SPECIALTIES

- Project Management
- Conversion, Interface Planning, and Implementation Support
- Understanding of public sector departmental operations and application systems
- Workflow analysis and mapping
- Business Process Redesign
- System Configuration and Training
- Test and Go Live Plan Creation

I just wanted to say that I thought the training sessions were very informative and clear, and I learned a lot from it. I appreciate your time spent to train us. Thank you so much!

—Account Clerk  
 CA Municipality



# Government Agency Case Studies

We believe our clients are our best salespeople. The references listed here are examples of clients with similar needs and describes projects that exemplifies ClientFirst's capability to provide the services proposed for this procurement. Each of these clients has retained our services many times. We pride ourselves on client satisfaction and strive to maintain long-term relationships with our clients as partners.



## Digital Transformation Case Study

### Mendocino County

501 Low Gap Road, Room 1010 Ukiah, CA 95482  
 Janelle Rau, Deputy CEO, 707.463.4441, [rau@co.mendocino.ca.us](mailto:rau@co.mendocino.ca.us)

Project List	<p>Various Technology Projects, starting with a County-wide Technology Master Plan and Roadmap to digitally transform the County and its operations. Other following projects have included:</p> <ul style="list-style-type: none"> <li>• Technology Plan development and funding</li> <li>• Technology Plan management, and semi-annual plan updates in conjunction with mid-year and annual Board of Supervisors budget workshops</li> <li>• Initial risk mitigation projects to increase resiliency of critical systems</li> <li>• Emergency Operations Center redesign and refresh of EOC technology and equipment (Phase 1 &amp; 2)</li> <li>• Public Safety Cabling and Fiber Optic Improvements</li> <li>• Public Safety and Radio Data Center Space Planning</li> <li>• Detailed public safety County-wide radio assessment, cost analysis, and successful funding request</li> <li>• Fiber Optic Systems Upgrades</li> <li>• Procurement Business Process Review and Improvements</li> <li>• Cannabis Permit and Licensing Process Improvements Efficiency Study</li> <li>• Budgeting Process Improvements</li> <li>• Point Arena Radio &amp; Microwave Project Management (Improved Public Safety Radio Resiliency)</li> <li>• County-Wide Radio and Broadband Upgrade Project Management</li> <li>• Property Tax System Assessment and Project Restart</li> <li>• Property Tax System Implementation Oversight</li> <li>• Cannabis Permits &amp; License Business Process Review and Improvements</li> <li>• Cannabis E-Permitting</li> <li>• Cybersecurity Roadmap and Board Presentation</li> <li>• Network Upgrade RFP &amp; Project Management Assistance</li> <li>• IT Strategic Advisory Services</li> <li>• IT staffing and staff roadmap to support digital transformation and Board goal of increased efficiency</li> </ul>
Description of Services Performed and Outcomes	<p>ClientFirst was initially engaged to develop a multi-year Technology Master Plan and Roadmap. The initial five-year plan is budgeted at over \$20 million. The initial assessment also uncovered several high-risk areas. County management placed the project on hold, but immediately allocated \$605K to mitigate many of those high-risk items. ClientFirst provided oversight and project management services for the implementation of these risk mitigation measures. Eleven projects were completed. Simultaneously, the Technology Master Plan project was restarted, and the report was accepted by the Board of Supervisors. The Board appropriated \$1MM for Phase 1 projects and has subsequently appropriated over \$1MM every six months for additional project work. ClientFirst provides oversight for approximately twenty-five Technology Master Plan projects. ClientFirst is also managing the Master Plan budget and project portfolio, with project additions and subtractions based on Board and Executive Office priorities.</p> <p>In addition to managing the Technology Master Plan, ClientFirst provides detailed project management and vendor selection assistance for a wide range of projects. Implementation assistance is provided to augment staff for critical or high profile projects such as E-Permitting (now implemented for about 65% of permit types), Cannabis business process improvements, public safety and emergency operations projects, preparations and replacement of a fragile end-of-life tax system, and others.</p> <p>Also, ClientFirst and Mendocino County will be jointly presenting at the California Society of Municipal Finance Officers (CSMFO) on process improvements resulting from these digital transforming projects.</p>



## Digital Transformation Case Study

### City of Rancho Mirage

69-825 Highway 11, Rancho Mirage, CA 92270

Isaiah Hagerman, City Manager, 760.770.3207 x232, [isaiahh@RanchoMirageCA.gov](mailto:isaiahh@RanchoMirageCA.gov)

Jason Jaurigue, Information Services Manager, 760.324.4511 x236, [jasonj@RanchoMirageCA.gov](mailto:jasonj@RanchoMirageCA.gov)

Project List	<p>Various Technology Projects, starting with a citywide Technology Master Plan and Roadmap to digitally transform the City and its operations. We jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference. Also, see attached published article on the City's digital transformation efforts, <i>City of Rancho Mirage Published Digital Transformation Article</i>.</p> <p>Other following projects have included:</p> <ul style="list-style-type: none"> <li>• Technology Master Planning</li> <li>• IT Organization Improvement Assistance</li> <li>• Enterprise Software Needs Assessment</li> <li>• ERP Selection and Contract Negotiations</li> <li>• Audio Visual System Design, RFP and Implementation Oversight</li> <li>• Contract Management Process Review and Improvements</li> <li>• Disaster Recovery Planning Services</li> <li>• Cybersecurity Assessment and Risk Mitigation</li> <li>• EDMS Needs Assessment Services</li> <li>• Electronic Mail Implementation Consulting Services</li> <li>• IT Management Mentoring and Advisory Services</li> <li>• Wireless Network Design – Amphitheater, Library, Park Spaces</li> <li>• Network Improvement Vendor Procurement</li> <li>• Work Order/Asset Management Preliminary Assessment</li> </ul>
Description of Services Performed and Outcomes	<p>ClientFirst developed a Technology Master Plan to address City's desire to integrate and automate business applications in a secure manner. This project included working with ongoing City Council sub-committee. ClientFirst presented Plan to Council, and Council approved funding of the plan in its entirety. ClientFirst worked with City staff to upgrade technology infrastructure, resident connectedness, and applications improvement and integration. The Master Plan also included a comprehensive analysis of the IT human resources to ensure the City had the resources to maintain existing technology, implement new technology projects, and maintain the environment that would be put in place as part of the implementation of the Technology Master Plan. A significant piece of the future IT organizational structure included an increase in business analyst talent to help implement and support critical enterprise applications.</p> <p>ClientFirst assisted with the ERP system selection, which was concluded on time and within budget. Departmental assistance was also provided for the selection of a new Contract Administration system.</p> <p>Technical assistance was provided for the development of a Disaster Recovery Plan. ClientFirst worked with Departments to develop a prioritized recovery plan that met the needs of the City.</p>



## Digital Transformation Case Study

### City of Piedmont

120 Vista Avenue, Piedmont, CA 94611  
 John Tulloch, Assistant City Administrator, 510.420.3040, [jtulloch@piedmont.ca.gov](mailto:jtulloch@piedmont.ca.gov)

Project List	<p>Various Technology Projects, starting with a citywide Technology Master Plan and Roadmap to digitally transform the City and City operations. Projects include:</p> <ul style="list-style-type: none"> <li>• Technology Plan development and successful funding</li> <li>• Technology Plan management, annual plan updates, and Council updates on status of plan</li> <li>• Fiber optic systems upgrades</li> <li>• Ongoing Technology Governance Committee participation as their senior IT advisor</li> <li>• CAD/RMS vendor strategy and roadmap upgrade</li> <li>• Wide area network improvements</li> <li>• Initial IoT wireless network deployment</li> <li>• ERP software selection and business process improvements analysis</li> <li>• ERP software implementation project management</li> <li>• Land Management Assessment &amp; Improvement Plan</li> <li>• Ongoing Land Management process improvements</li> <li>• Cloud computing strategy analysis</li> <li>• Public Safety Verizon Private Cloud analysis, implementation, and resiliency</li> <li>• Public Safety Scheduling and Time and Attendance Procurement Management</li> <li>• Cybersecurity Incident Response</li> <li>• Telecommunications System Design and Procurement Management</li> <li>• Website constituent survey, redesign and social media rollout</li> <li>• Coordination of 5G cellular tower including Council briefings</li> <li>• Cybersecurity improvement and roadmap, and Cybersecurity Council briefings</li> <li>• Hyperconverged system selection and project oversight</li> <li>• Ongoing IT Strategic Advisory services</li> </ul>
Description of Services Performed and Outcomes	<p>Digital transformation has been a key strategy of the City of Piedmont’s Council. This was initiated with the selection of ClientFirst to develop a Technology Strategic Plan in conjunction with a Citizen Advisory Committee. Unsurprisingly, as a bay area community, the Citizen Advisory Committee has strong technologists, including the first US employee of Skype (now an “angel investor”). ClientFirst worked collaboratively with the Citizen Advisory Committee to develop and prioritize the Plan and then jointly presented the Plan and budget to Council. ClientFirst continues to oversee implementation of the plan as the City’s technology advisor, presenting ongoing updates to Council.</p> <p>ClientFirst is also the primary technology consultant for the City, assisting with the implementation of recommended initiatives, including: best practices, departmental applications, smart technologies and civic engagement, IT infrastructure, day-to-day IT staffing and operations, cybersecurity, and communications.</p> <p>Prior to the plan, the City’s overall systems were largely siloed, legacy, and end-of-life. Some previously implemented systems were implemented in a manner that provided little opportunity to take advantage of the improved technology. Automation was limited and resident services were mostly manual, with limited use of technology to automate business processes. Overuse of shadow systems and manual processes were still the norm.</p>



The City's overall goal in revising their digital infrastructure is to also improve processes and enhance citizen experience and access. Council realizes that investment in technology is as important for City infrastructure as new vehicles or ongoing facilities maintenance. For Piedmont, improvements start with a business process analysis to streamline and eliminate manual and paper intensive processes. Another part of succeeding in these improvements was an effort to reduce the overall number of individual disconnected software vendors and shadow systems through the implementation of integrated enterprise solutions. All new integrated enterprise solutions incorporate mobile computing, field-based GPS/GIS technologies, improved data analytics and reporting, and implement citizen interaction technologies wherever possible, such as 24/7 online services (e.g., permitting, inspections), online payments, CRM and outbound communications.

The departmental software systems and increased citizen services have required a complete overhaul of the City's digital infrastructure and platforms including cabling improvements, fiber optic upgrades, wireless and wide area network, computers, phone systems, mobile data computers, and tablets.

At the direction of the Citizen Advisory Committee, ClientFirst developed a cloud-based strategy for deployment of a cloud-based digital computing resource due to limited IT staffing and data center resources.

In the near future, the City will continue its digital transformation by:

- Integrating various recreation programs, including SchoolMates, Parks and Recreation, and other ancillary software.
- Adding geofencing capabilities to the Time and Attendance, so Recreation staff can clock in from their cell phones. Currently, these staff members use paper timesheets, or report to a City facility, and then go the applicable park facility or sports field.

Piedmont, as a smaller city with finite resources, has proved digital innovation is possible for any size city when applying effective planning, a focused vision, and proper implementation under proven best practices.



<b>ERP Consulting Case Study</b>	
<b>Client and Contact Information</b>	<b>City of Simi Valley</b> 2929 Tapo Canyon Road, Simi Valley, CA 93063 Garry Boswell, Director Information Systems, 805.583.6330, <a href="mailto:gboswell@simivalley.org">gboswell@simivalley.org</a>
<b>Project Name</b>	<b>ERP Needs Assessment and Software Selection</b>
<b>Project Phases</b>	<ul style="list-style-type: none"> <li>• Various Application Projects, including Process Reviews, Assessments, Project Management Office establishment, and Initiation of Change Management structure and processes</li> <li>• ERP System Selection Project</li> </ul>
<b>Description of Services Performed</b>	ClientFirst was engaged for a series of planning, assessment, and process review projects before beginning a formal ERP software selection project including Financials, Payroll, Human Resources, Land/Community Development, Utility Billing and Maintenance and Asset Management. Selection approach included RFP development, vendor evaluations, demonstration management, due diligence management, implementation statement of work (SOW) review, and contract negotiations.
<b>Special Problems/Difficulties and Solutions</b>	The City budgeted these projects in numerous stages and phases over multiple fiscal years. Over this time period the City experienced, key city staff turnover and two internal city staff major medical incidents, which caused multiple project holds at City's request. These projects also required significant change management efforts and workshops to gain buy-in of dozens of users that did not want to change the existing systems and processes. Ultimately, project team was unanimous in final vendor decision and process streamlining and improvement recommendations.
<b>Cost Control</b>	Fees: \$189,270
<b>Schedule or Resource Constraints and Handling</b>	Key staff turnover and two internal city major medical incident caused multiple project holds at city request. ClientFirst maintained consistent consulting staff continuity throughout project, which resulted in the necessary project continuity. City periodically engaged ClientFirst for additional project management assistance during periods of internal staff resource constraints.





ERP Consulting Case Study	
<b>Client and Contact Information</b>	<b>Buncombe County</b> 200 College St., Asheville, NC 28801 Eric T. Hardy Controller (Interim Chief Financial Officer), 828.250.4811, <a href="mailto:eric.hardy@buncombecounty.org">eric.hardy@buncombecounty.org</a>
<b>Project Name</b>	<b>ERP Business Process Improvements and Software Selection</b>
<b>Project Phases</b>	<ul style="list-style-type: none"> <li>• Extensive business process reviews and improvements and implementation pre-planning</li> <li>• ERP System Selection Project</li> </ul>
<b>Description of Services Performed</b>	ClientFirst was engaged to establish the Project Management and Change Management Offices, perform extensive process reviews, and document process improvements, which included working with 19 cross-departmental functional teams including all financials, payroll, human resources, and maintenance and asset management. The Selection project approach included RFP development, vendor evaluations, demonstration management, due-diligence management, review of the implementation statement of work (SOW), and contract negotiations.



**Land Management Applications System Case Study**

<p><b>Client and Contact Information</b></p>	<p><b>City of Corona</b>                  400 S. Vicentia Ave., Suite 220, Corona, CA 92882                  Mike Enriquez, Development and Support Manager, 951.279.3742,  <a href="mailto:Mike.Enriquez@ci.corona.ca.us">Mike.Enriquez@ci.corona.ca.us</a>                  Chris McMasters, Chief Information Officer, 951.279.3513,  <a href="mailto:Chris.McMasters@ci.corona.ca.us">Chris.McMasters@ci.corona.ca.us</a></p>
<p><b>Project Name</b></p>	<p><b>Land (Community Development) Management System Implementation Planning and Project Management Assistance</b></p>
<p><b>Project Phases</b></p>	<ul style="list-style-type: none"> <li>• Project Scoping, Contract Negotiations</li> <li>• Implementation and Project Management Assistance</li> <li>• ProjectDox Integration and Implementation Assistance</li> </ul>
<p><b>Description of Services Performed</b></p>	<p>ClientFirst was engaged to assist the City in renegotiating a Land Management System implementation approach that was already in-process, including switching to an alternative software solution and reimplementing the alternative solution from beginning to end. ClientFirst also setup and facilitated the establishment of a Project Management Office (PMO), and also was the critical resource providing hands-on implementation assistance including configuration, data conversions, interfaces/integration, testing, reporting, go-live, and post go-live assistance. The System implementation project included Planning, Permitting (Building, Public Works, Fire, and Utilities), Inspections, Code Enforcement, Address/Parcel Management, GIS and ProjectDox integration, field-based mobile devices and applications, and online contractor/citizen portals and payment processing.</p>



## Telecommunications Higher Education Case Studies

### University of Texas Health San Antonio

The University of Texas Health Sciences Center at San Antonio  
7703 Floyd Curl Dr., San Antonio, TX 78229

Ms. Nydia Kent, Manager Telecommunications/UTHSCSA Manager, Access Center UT Health  
San Antonio, 210.257.1604, [kent@uthscsa.edu](mailto:kent@uthscsa.edu)

University Texas Health retained our services to assist with an assessment of the telecommunications operations for the health care organization. We provided the following general services:

- Operational assessment of telecommunications operations and call flow to improve customer service
- Review operations to standardize operations for each clinic
- Determined required information needed for Clinic Management
- Developed performance metrics for measurement
- Assess the patient experience with UT Health
- Focus on the development of a cohesive Mayo Clinic-type of customer experience

#### ***Description of Services***

The Health System had 16 clinic locations throughout San Antonio where patients went for services and called for appointments, consultations, and test results. The call flow design of the system was decentralized requiring each Clinic to staff to handle patient calls and walk-in traffic. It was estimated the organization fielded 800,000 calls annually. The organization struggled with the demand on its clinics for services, resulting in concerns regarding the patient experience, abandoned calls, long wait times, and delays.

Compounding the problem was that the Clinics were located within existing UTHSCSA facilities and were required to use the existing telecommunications systems in those locations. Each of the facilities used a different telecommunications platform which limited the integration of the Clinic operations and greatly limited the opportunity to address service concerns and provide common metrics for operations.

#### ***Outcomes***

We developed a detailed report of our findings and provided specific recommendations regarding each Clinic operation. The initial focus was to provide recommendations for each site to be able to improve services immediately and also provide longer-term recommendations regarding longer-term strategy. Our work resulted in the organization changing various operational processes within the Clinics and the start of a systematic migration of the entire operation to a single technology platform.



## Eastern Illinois University

1135 Old Main-600 Lincoln Ave., Charleston, IL 61920

Susan Propst, Procurement Business Administrative Associate, 217.581.5998,  
slpropst@eiu.edu

Becky Shew, Telecommunications/Panther Card Office, 217-581-4357, rmshew@eiu.edu

ClientFirst was retained to assist the University with a detailed operational assessment of the telecommunications system serving the campus and operation. The scope of our review included the telecommunications system, data network, cable infrastructure, and cable television operations. Our scope included the development of a formal Request For Proposal for a new telecommunications system and our assistance in the competitive procurement and vendor proposal evaluation.

### ***Description of Services***

We conducted detailed operational interviews with all University departments to identify features and operational requirements and call flow. We also performed on-site reviews and assessments of the existing network and cable infrastructure. Our review included a detailed audit of the existing telecommunications services provided on campus. We determined EIU used Centrex services provided by the local LEC and a large portion of the system was provided by the local LEC at a large discount.

We also conducted a detailed review of the existing cable television contract for the University that provided students with cable television, but also provided these services in common areas throughout the University campus. This service also offered integration of the internal EIU channel and was able to broadcast sporting events on and off campus. We developed a detailed formal Request For Proposal that detailed the operational needs, as well as the channel selections and the streaming requirements for the various providers to include.

### ***Outcomes***

Our report detailed specific recommendations regarding the cable and network requirements to deploy VoIP throughout the Campus. Our recommendation was to negotiate a contract extension for the existing services and begin the process of budgeting for a replacement system. EIU was successful in negotiating a five-year extended contract for the existing system and is in the process of budgeting for the system replacement in the future.

The cable television RFP provided EIU with a methodology to evaluate service providers and their offerings to address the current needs of the organization and students. The competitive process that EIU performed allow for a reduction in the cost of services for the campus.



## Northern Illinois University

375 Wirtz Drive, Dekalb, IL

Matt Parks, CIO, 815.753.8100, [mparks2@niu.edu](mailto:mparks2@niu.edu)

ClientFirst was retained to assist NIU with the detailed assessment of the existing telecommunications system serving the University. Our review included the telecommunications system, a high-level review of the local and wide area networks, cable infrastructure, 911 service and telecommunications lines and services.

- Assisted NIU with the operational assessment and evaluation of the existing 6,000 station Avaya (Blue) SL-100 telecommunications system and IT infrastructure.
- Evaluated alternative vendor offerings including premise and hosted solutions, including Microsoft Lync, Aastra, Avaya, Cisco, GENBAND, Mitel, NEC, ShoreTel, Interactive Intelligence, Google, and other hosted solutions.
- Provided options and alternatives to upgrade or replace existing communications platform including budget and costs.
- Evaluated NIU staffing plan for support in the existing and new environments and offered recommendations regarding alternatives.
- Evaluated the current Central office digital channel lines vs. the use of PRI and SIP services for the entire campus.
- Developed and presented report of findings and recommendations.
- Developed formal Request for Proposals (RFP) for competitive selection.
- Coordinated with the State of Illinois for release of RFP.
- Assisted with the vendor and proposal review and assessment (underway).
- Participated with the NIU Team to select the vendor (underway).

### ***Description of Services***

We performed a detailed review of NIU's telecommunications system and services and conducted numerous focus group meetings with departments and faculty to gather operational needs and requirements. Our work included a detailed review of the complex Carrier Grade connections to the PSTN, as well as the E911 services for the campus police and integration with the County of Dekalb dispatch center.

### ***Outcomes***

Our work resulted in the development of a detailed report providing a description of the existing system and service arrangements, alternative services, alternative system approaches and a budget for the replacement of the existing telecommunication system.

We also developed a formal Request For Proposal including an evaluation tool to provide NIU and procurement to evaluate and score vendor responses.

NIU is in the process of reviewing alternatives and budget in an effort to replace the aging system.



## Telecommunications Case Studies

### City of Rockford

425 E. State St., 4th Floor, Rockford, IL 61104

Glenn Trommels, Information Technology Director, 815.987.5700,  
[glenn.trommels@rockfordil.gov](mailto:glenn.trommels@rockfordil.gov)

Various Technology Projects from 2013 to present starting with a telecommunications VoIP system assessment, feasibility analysis, ROI, RFP development, competitive selection, and implementation project management.

- VoIP readiness review
- Telecommunications consulting for communications system update/replacement
- Comparison of existing Centrex telecom services vs. the use of PRI and SIP trunking
- Telecommunications Operational Needs Assessment
- RFP development and vendor proposal process
- Telecommunications alternative system review and cost comparison
- Billing audit and telecommunications services design
- Local and Wide Area Network design
- Performed project management and implementation services for the implementation of the telecom system, data network, and SIP services.
- Billing audit for 911 and Dispatch Radio Circuits
- Joint circuit and billing audit with Winnebago County and City of Rockford
- Telecommunications billing restructure and labeling for charge-backs/allocation

### ***Description of Services***

The City's telecommunications system was an older version of AT&T's Centrex services serving the entire City and all locations. The service costs had increased over the years and the availability of up-to-date services and features was limited. The City decided to investigate cost-effective replacement systems for the Centrex.

ClientFirst was retained as an independent consultant to perform a detailed operational assessment for each department within the City. Our scope also included a detailed review of the City's existing telecom services and costs as compared to newer alternative services. Our assessment included the review of not only the telecommunications system, but also the review of the data network equipment, Wide Area Network (WAN) connectivity, and the cable infrastructure within each City structure.

We provided the City with a detailed report that provided the operational requirements for the new telecommunications system, as well as our impact assessment of the existing LAN, WAN, and cable infrastructure.

### ***Outcomes***

The result of our project was the replacement of the existing Centrex telecommunications system and services, update of the entire Local Area Network infrastructure and the implementation of new SIP and Direct Inward Dial services for the City. Cost savings provided Rockford with an 18-month ROI on the entire project cost, while providing an updated communications platform with enhanced call handling tools for department operations.



## Consolidated High School District 230

15100 South 94th Avenue, Orland Park, IL 60462

John Connolly, Chief Technology Officer, 708.745.5253, [jconnolly@d230.org](mailto:jconnolly@d230.org)

In 2015, ClientFirst was retained to assist the District with the assessment of their existing Cisco telecommunications platform and options/alternatives. The District has had the existing Cisco system installed for many years, and it had served the District well. The District had done minimal upgrades to the original system platform. Cisco and its local partner informed the District that a significant upgrade would be needed to keep the platform supportable by Cisco.

The cost for the upgrade was significant, and as a result, the District decided to seek assistance in the review of the Cisco offering, as well as a comparison of the marketplace. We were retained to provide the following assistance:

- Telecommunications System Assessment
- VoIP Readiness Review
- Telecom System Specifications Development
- Development of formal Request for Proposal (RFP)
- Vendor Demonstration Management
- Contract Negotiations

### ***Description of Services***

We conducted a series of meetings with the various departments to gather operational requirements and features for the District. In addition, we reviewed/assessed the existing data network (LAN & WAN), as well as the cable infrastructure for VoIP compliance.

After our review of the existing telecommunications system configuration and Cisco proposal for an upgrade, we determined the proposed update was only the initial part of the required update. The Cisco quote did not address the upcoming obsolescence of the District telephone handsets, as well as the planned conversion of the PRI technology to SIP services.

We recommended the District develop a detailed competitive RFP document to allow multiple equipment providers and manufacturers to submit competitive proposals and compare to the Cisco update offering.

### ***Outcomes***

The competitive process forced the vendors to be competitive with their pricing and complete with their scope of work and offerings. Using this approach, the District was able to replace the old platform, update all telephone sets throughout the District, and reduce the hardware, software and maintenance support for the new system.

The selected vendor and solution reduced the District's costs by more than \$100,000 over the first five years as compared to the offering from the existing Cisco vendor.



## Naperville Community Unit School District 203

203 West Hillside Road, Naperville, IL 60540

Chris Kunzer, Telecommunications and Special Systems Manager, 630.420.6473,  
[ckunzer@naperville203.org](mailto:ckunzer@naperville203.org)

Performed various projects for the District from 2007 to present. Projects include:

- Consortium VoIP Selection
- VoIP Implementation Project Management
- IT Capital Planning and Budgeting
- Storage Area Network Selection
- Metropolitan Area Network Implementation Project Management
- Wide Area Network Design
- E-Rate Funding
- Telecommunications Billing Analysis and Cost Savings
- Disaster Recovery Planning
- Storage Area Network RFP and Selection
- Network Access Control RFP and Selection
- Data Center Design and Project Management
- Telecommunications System Design and Selection
- Telecommunications System Installation Project Management Oversight
- Fiber-optic Network Design
- Telecommunications Services and Cost Review
- VoIP Telecommunications System Update Competitive RFP Process

### ***Description of Services***

Over the years, we have worked with the District to provide various types of IT consulting services to help reduce costs and enhance services. Most recently, we were retained to assist the District to review a quote from the existing Cisco dealer to provide an update for the core Cisco system, software, and voicemail. The quote was expensive, and the District decided to get a third-party review.

We found that the Cisco quote included only an update for the core servers, software, and voicemail systems. At the time of the update offer, the telephones were still supported and not at end of life. However, within approximately 18 months, the phones would also be end of life, requiring the District to replace the telephones. We believed this piecemeal approach to the system update didn't show the District the complete financial impact of the update. This approach limited the District's alternatives once the Core update was complete, requiring the District to purchase new Cisco phones.

We recommended the District should obtain competitive quotes for the entire system in order to know the entire financial impact of the upgrade and to know the entire commitment to the Cisco platform.

The District was also evaluating the potential expansion of the system to include additional phones for classrooms that didn't have telephones. We recommended this additional expansion be included in the scope of the competitive quotes to lock in the price for the phones and labor.

### ***Outcomes***

We developed a detailed RFP for the needed Cisco telecommunications equipment, software, implementation services, and support. The RFP requested the quotes to include a number of optional pricing solutions to enable the District to evaluate the offerings and decide each value.





The District was able to obtain competitive proposals from multiple Cisco Partners. We also conducted a Best & Final quote process with the finalist Cisco Partners. Our Best & Final methodology and process were able to reduce the initial system cost and support service costs by more than \$400,000 over the three-year maintenance contract.

## Tuolumne County

2 South Green Street, Sonora, CA 95370

Roger Root, IT Manager, 209.536.2370. [rroot@co.tuolumne.ca.us](mailto:rroot@co.tuolumne.ca.us)

The County has retained our services to assist with the design, selection and implementation/project management of a new VoIP telecommunications services as well as the consolidation of the County's telecommunications services to new redundant SIP services. The project phases have included the following:

- VoIP readiness review
- Telecommunications consulting for communications system update/replacement
- Comparison of existing telecom services vs. the use of SIP trunking
- Telecommunications Operational Needs Assessment
- Data network design (LAN & WAN)
- RFP development and vendor proposal process
- Telecommunications alternative system review and cost comparison
- Cable infrastructure design and contractor selection
- Fiber-optic cable installation project management
- Billing audit and telecommunications services design
- Data network project management and implementation
- VoIP telecommunications system implementation and project management
- Carrier and services change project management

### ***Description of Services***

Our work includes conducting a detailed assessment of the existing telecommunication system and interviewing the County departments to determine the operational needs and features needed. We developed a detailed budget for the project and developed a formal RFP document. We conducted a competitive selection process where 17 vendors submitted proposals for the system and software needed. Our scope included the review of the existing data network and cable infrastructure. We conducted a detailed question and answer process, as well as coordinating vendor demonstration with the finalist vendors.

We assist with the contract negotiation and have performed implementation/project management services for the implementation of the new data network, as well as the new telecommunication system.

The County also built a new Mother-lode Juvenile Detention Facility during the implementation project, and we assisted with the temporary services, as well as specifications and implementation of a three-mile fiber optic cable connection between the County's main sites and the new facility.

### ***Outcomes***

The project is almost complete. We are assisting the County with the final punch lists and AT&T services changes. This project allowed the County to replace an old, outdated telecommunications system with a new VoIP system and provide the County with the ability to reduce operating costs, as well as provide a platform that can be expanded and supported for many years to come.



## Yolo County

120 W. Main Street, Suite D, Woodland, CA 95695

Tom Bates, IT Director, 530.406.5012, [tom.bates@yolocounty.org](mailto:tom.bates@yolocounty.org)

The County retained our services to assist with the replacement of an aged Nortel/Avaya Blue telecommunications system serving the entire County. The system has been in service for the County for 20 years and has been upgraded to address the support requirements of the County. The scope of the project included the following:

- Performed detailed review of existing telecommunications services and determined projected cost reductions
- Conducted departmental operational user interviews for each department
- Reviewed the telecommunications infrastructure and system configurations
- Assessed the existing Local and Wide Area Network for the deployment of VoIP
- Conducted a workshop of our findings and recommendations
- Developed a Request for Proposals (RFP) to obtain vendor quotes
- Performed vendor evaluation and selection
- Negotiated purchase and maintenance contract
- Performed VoIP system design and implementation/project management
- Design and implementation of centralized, more efficient new carrier SIP services.
- Project is still underway

### ***Description of Services***

We performed a detailed review of the existing telecommunications system and services and conducted detailed departmental design meetings to obtain operational requirements for the new system. We developed a detailed RFP document and coordinated with the County purchasing to release the document. Fifteen (15) vendors responded, and we conducted a formal question and answer process, evaluated and scored each vendor proposal, and conducted a demonstration process with the finalist vendors. Our scope included contract negotiations, as well as detailed implementation and project management services.

Our scope included coordinating the replacement of the existing PRI services with redundant SIP services to provide a higher degree of redundancy for the system operation.

### ***Outcomes***

The project is underway and is in the late stages of implementation. The new system and telecommunication services design will provide the County with reduced costs, reduced management and support costs, as well as improved operational performance for various departments with updated feature and software tools.



# City of Rancho Mirage Published Digital Transformation Article

ClientFirst has assisted the City of Rancho Mirage with various Technology Projects starting with a citywide Technology Master Plan and Roadmap to digitally transform the City and its operations. The following article was published to showcase these digital transformation improvements. Also, we jointly presented these transformation efforts at the annual California Society of Municipal Finance Officers (CSMFO) conference.

# RMINSIDER

Fall 2018 / Official publication of the City of RANCHO MIRAGE, California

## Staying Connected

*Rancho Mirage Moves Forward With Master IT Plan*

*by Jim Allan Corrigan*



**Technology** – what would we do without it? Now deeply ingrained in our culture, it enables us to access information with a mere swipe or tap. It streamlines an infinite number of once onerous tasks. Still, in spite of the obvious advantages, many people would counter there's a definite yin-yang element to proceedings. As our dependency on technology only continues to increase, so does the specter of irretrievable data loss, not to mention the very real dangers of cybercrime. Never one to be left behind, the City of Rancho Mirage is committed to staying up-to-date with current technological advances. Yet it does so with mindful intent – the same way the City approaches every endeavor it undertakes. You can rest assured that with every technological step forward the City safeguards the preservation of the personal approach to customer service, never losing sight of the value of in-person communication.

### Careful Planning



In 2015, the City of Rancho Mirage retained the services of a leading technology consulting group that specializes in government. A team of professionals came in and analyzed the state of technology in the City as a whole. Their focus included examining existing hardware and network infrastructure, applications, and business systems – all in a bid to improve information technology (IT) environments so they can better serve the needs of the City. The consultants identified, prioritized, and recommended projects the City should embark upon, and they consolidated all of their findings in a five-year IT Master Plan.

One phase of the five-year IT Master Plan destined to positively impact both City staff and residents is a new Enterprise Resource Planning (ERP) system. An ERP system aids the flow of internal business processes and allows for communication between City departments and its internal functions and data. The City of Rancho Mirage's current ERP system is 20 years old, and implementation of its new form is currently underway. The upgraded ERP system is ushering in upgrades like paperless invoicing guaranteed to significantly reduce processing time. Electronic timesheets will simplify matters for employees and the payroll department alike. Meanwhile, the City's permitting process will soon be streamlined. And citizens will be able to check a permit's status remotely and pay online.

### Safe & Secure

While it is exciting to get on board with the latest technological advances, one of the City's primary concerns is keeping data secure. A significant portion of the five-year IT Master Plan centers around security systems and practices, including a disaster recovery plan designed to protect City systems and data. "We've implemented systems and multiple layers of security to protect ourselves as well as residents who share their data with us," says Jason Jaurigue, the City's Senior IT Manager. "We perform routine backup procedures so in the event something does happen, we always have a backup of our data that is secure. Additionally, everyone who works for the City has to be trained on security so it's a team effort to identify potential threats."

### Government 2.0

These days it isn't enough to simply inform residents that City information is available to them. Some may be aware of the fact, others not, but the goal should always be to harness new technologies and share information in a creative way so the public can access it in whatever manner they choose. This is yet another tenet of the five-year IT Master Plan recommended for Rancho Mirage – one that will soon manifest itself in a freshly designed City website as well as the launch of a new City app! "A City app is another platform for us to communicate with our residents and visitors," City Manager Isaiah Hagerman says. "Some people may be signed up for our e-blasts, others may read the *R/M Insider* cover to cover. Some people may come to City Council meetings, others may watch RMTV. One of my goals moving forward is to always make sure we're communicating with our residents as effectively as possible."

The new City app aims to make information readily accessible to Rancho

Mirage residents. "We want an app that engages the citizen so they'll know what is going on in the community," Jaurigue says. "If there's an accident or construction ahead, we want to be able to alert the community. If they want to reach out to City Councilmembers, the app will provide contact information." The app will also share highlights of City Council meetings including links to charts and graphs to better illustrate Council decisions. Of course, the app will be a perfect vehicle to get the word out about events happening around the City – whether it's Art Affaire kicking off the season in November, upcoming concerts at the outdoor amphitheater, or the wide variety of programming available at the Rancho Mirage Library & Observatory. The new, user-friendly City app will keep everyone in the loop!



### Delving Deeper

The five-year IT Master Plan includes an initiative to augment the City's Geographic Information System (GIS), or mapping software. A 2016 update to the City's General Plan included the development of a Public Web App which allows residents and staff to access parcel, property, and zoning information on a GIS-based tool. Its development was the first part of a long-term strategy to make GIS technology more accessible to the public. The GIS-based tool is housed on the City's website under the Planning department. "Residents can type in their property address, zoom down to their parcel, and examine a series of layers, such as zoning and flood plain information," explains Jeremy Gleim, the City's Development Services Director.

Ongoing GIS software enhancements will benefit both City staff and residents. The City will be able to consolidate several software programs into the GIS-based format, which will enhance productivity and efficiency. "Eventually we will have a fully integrated city-wide GIS program where people can apply for building permits and other kinds of permits online. They will even be able to submit project plans online. That is the direction we're headed. These technological improvements will create a more sustainable and streamlined workflow plus increased accessibility for residents," says Gleim.

Moving forward, the City will continue to expand GIS mapping capabilities and will add layers to the map as projects allow. For example, the new and broader GIS system will be able to indicate existing as well as proposed telecommunication fiber networks around the City. "We're investing in our infrastructure. We want to be able to show our citizens and businesses coming in — this is the current fiber network in Rancho Mirage, and these are the areas where we are planning on improving coverage," says Jaurigue. "It's all about customer service and streamlining the business process by providing whatever information is needed."

### A Pledge

As the City strives to implement initiatives recommended in the five-year IT Master Plan, security systems and practices will always factor prominently in proceedings. The paper trail that was emblematic of old ways of doing business is giving way to a

cloud-based system. The City of Rancho Mirage is on board, considering it essential to embrace technological advances to support the work of the City and the needs of its citizens. Rest assured that as the City moves forward, it remains ever mindful of its responsibility to keep all data safe and secure.

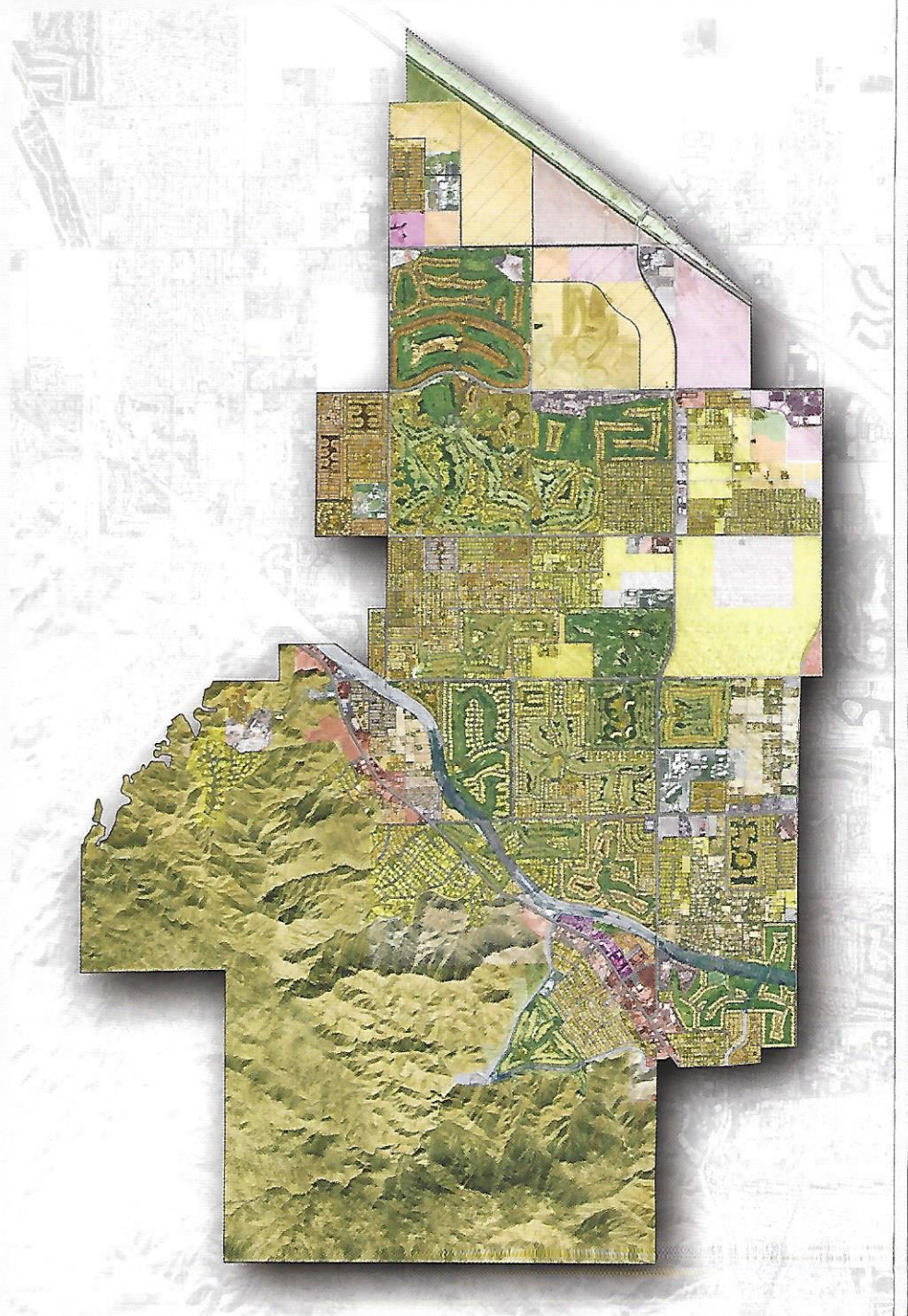


Image shows Rancho Mirage Land Use & Zoning Map, which is available on the City's new GIS-based web application.