

# PROCUREMENT SOLICITATION DOCUMENT



## The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states.

*Lead Agency*



**Region 8 Education Service Center**

**4845 US Hwy. 271 North, Pittsburg, Texas 75686 - Toll-free (866) 839-8477**

**www.tips-usa.com**

**E-mail: bids@tips-usa.com**

## NOTICE TO PROPOSERS

**DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY  
or otherwise is:**

**March 17, 2017 at 3:00 P.M. Local Time**

**The solicitation documents may be found at <https://tips.ionwave.net>**

If a problem is encountered accessing the solicitation, please contact TIPS at the address or phone listed above for help.

**This solicitation is a Request for Proposals as permitted in the Texas Education Code § 44.031 for the category:**

**RFP 170202 Multi-Tiered Private Collaboration Network**

TIPS is soliciting high value vendors for proven  
More specification detail is included below.

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NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.031".

# General Information

## FINANCING OF TIPS

### **TIPS Vendor Paid Fee for RFP 170203 Security Systems, Products and Services**

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the actual invoiced and paid sales to TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

**The fee schedule for agreements awarded under solicitation is 2 %.**

### **Term of Agreement and Renewals**

The initial term of the agreement is one year. Awarded agreements may be renewed on the annual agreement award date for two additional consecutive one year terms if sales have been successfully reported to TIPS and if both parties agree. THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

### **Vendor Questions**

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**QUESTIONS WILL BE RECEIVED UNTIL March 3, 2017 AT NOON Local Time.**

### **Pre-Bid Meeting (Not Mandatory)**

**A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com)**

**By Noon, February 16, 2017.**

**If requested, a Pre-Bid meeting will be scheduled, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.**

## ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

<b>Posting Date</b>	<b>February 2, 2017 (Thursday) at 8:00 AM Local Time (1<sup>st</sup> Thurs)</b>
<b>Proposal Deadline</b>	<b>March 17, 2017 (Friday) at 3:00 PM Local Time (3<sup>rd</sup> Friday)</b>
<b>Proposal Opening</b>	<b>March 17, 2017 (Friday) at 3:00 PM Local Time (3<sup>rd</sup> Friday)</b>
<b>Proposals Reviewed</b>	<b>March 17, 2017 to April 19, 2017</b>
<b>Proposals Award</b>	<b>April 27, 2017 (Thursday) 8:30 AM Local Time (4<sup>th</sup> Thursday)</b>
<b>Award Notifications</b>	<b>April 27, 2017 (Thursday) 12:00 PM Local Time (4<sup>th</sup> Thursday)</b>

**TIPS will begin posting to TIPS Website.**

**Contractors may call for results after May 1, 2017.**

**Award letters will be made available online by May 1, 2017.**

**Non-Award letters will be mailed to contractors with No Awards.**

**Note: These Bids will stay publicly posted for 44 days.**

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### **Pricing for Line Items or Catalogue**

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer's regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalogue" now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or in combination with a minimum catalogue discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalogue" and are available for purchase by users of the agreement.

### **Shipping cost**

Your proposed pricing may include shipping costs but are not required not expected to. Shipping method is determined by the vendor and the Member/Customer at the time of the

quote/purchase and satisfactory shipping methods and costs are agreed by the parties at that time.

**Definition of “catalogue”**

"Catalogue" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalogue, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or vendor of an item; and
- B. is either published or otherwise available for inspection by a customer during the purchase process;
- C. to which the minimum discount proposed by the proposing vendor may be applied.

**Adding New or Replacement Goods Items During the Life of the Agreement**

Requires proposing a Discount off (PREFERRED MODEL) catalogue prices for goods or a markup on vendor’s cost of a good item.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

**Adding New or Replacement Services During the Life of the Agreement**

Requires proposing a Discount off (PREFERRED MODEL) catalogue prices for goods because there is no manufacturer or supplier’s price in which to apply a markup percentage.

Pay Careful Attention to This When Completing the Pricing spreadsheet.

**Explanation:**

Markup on cost

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

**NEW ITEMS:** TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model or markup on cost model. You must stipulate a discount or markup on catalogue price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market but may be sold to other government customers.)

**REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS:** When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced with the same markup as the item it replaces. Vendor shall be required to prove the cost and markup if the cost is higher than the original core list price to customer.

**You may propose, both discount off or markup AND line item pricing if you choose to.**

## **SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)**

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalogue" now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalogue" and are available for purchase by users of the contract provided the catalogue discount or cost markup proposed is honored by the awarded vendor.

TIPS is soliciting proposals for vendors to provide goods items and services listed in the category title of this solicitation and otherwise contained herein.

### **SPECIFICATIONS**

Specifications may be those developed by TIPS and its participants or by the Manufacturer to represent items of regularly manufactured products. TIPS specifications have been developed by TIPS to indicate minimal standards as to the usage, materials, and contents based on their needs. Manufacturer's specifications (Design Guides), when used by TIPS, are to be considered informative to give the vendor information as to the type and kind requested. Proposals on any reputable manufacturer's regularly produced product or service of such items similar and substantially equivalent will be considered.

Specifications and Pricing – Multi-Tiered Private Collaboration Networks

A Private, Multi-Tiered Collaboration Network: A private, tiered “social-like” collaboration network to better connect education service centers, districts, schools, teachers, parents and students.

This collaboration service will enable service centers, districts, and schools, teachers/classrooms, parents and students to safely and easily communicate, coordinate, and engage up, down, and across a private structured collaboration network.

The potential TIPS member users might be schools, cities, counties, or other public agencies. If you only serve a portion of this sector, please note in your proposal if any sectors are excluded from your offering.

The following specifications are illustrative of the possible features for the requested services/software. The specifications are not exclusive but are inclusive and vendors may propose any similar or related product or service that is available to meet the following needs or other similar needs of TIPS member entities.

<p><b>Private, Multi-Tiered Tiered Collaboration Network</b></p>	<ul style="list-style-type: none"> <li>• Mutlti-Tiered network architected specifically to allow multiple layers of communication and engagement. Permissions and access built into model and based on role/level in organizational network (i.e.: district staff, school administrator/principal, teachers, member/parent/student.)</li> </ul>
<p><b>Shared Conversations</b></p>	<p>A private network sharing system that provides for easy sharing of messages, content, events, etc. at multiple organization tiers or levels – simply and automatically.</p> <p>Key Features are:</p> <ul style="list-style-type: none"> <li>• Multi-Tier Network Sharing: Ability to share a post (based on your role/level in the network and permissions) at all levels of the network (ie: all parents in a school, all parents in a grade, all parents or students in a class, etc).</li> <li>• Comments, Likes</li> <li>• Re-sharing</li> <li>• Media, Photos, File, Link sharing: Ability to post Photos, Videos</li> <li>• Ability to selectively Notify All/Push Notify on Posts</li> </ul>
<p><b>Translation</b></p>	<p>Automatic translation for Posts supported on Web, iPhone, and Android applications.</p>
<p><b>Shared Calendar</b></p>	<p>A private shared scheduling system that links/integrates everyone’s calendar based on the network sharing model.</p>

	<ul style="list-style-type: none"> <li>• Multi-Tier Network Event Sharing: Ability to share an event (based on your role/level in the network and permissions) at all levels of the network (ie: all parents in a school, all parents in a grade, all parents or students in a class, etc).</li> <li>• External Calendar Integration: Outlook, Apple Calendar, Google Calendar</li> <li>• RSVP</li> <li>• Recurring Events</li> <li>• Custom Reminders</li> <li>• Ability to selectively Notify All/Push Notify on Event Posts</li> </ul>
<b>Volunteer Management</b>	<p>Support for volunteer/sign up management for the school and/or classroom community.</p> <p>Key Features are:</p> <ul style="list-style-type: none"> <li>• Multi-Tier Network Event Sharing: Ability share an event with Sign Up / Volunteer slots needed (based on your role/level in the network) at all levels of the network (ie: all parents in a school, all parents in a grade, all parents or students in a class).</li> </ul>
<b>Network Directory</b>	<p>The System automatically organizes user’s private network Contacts. Simply search for a contact to private direct message them.</p>
<b>Private Direct Messaging</b>	<ul style="list-style-type: none"> <li>• Integrated Network Directory: The System automatically organizes user’s private network Contacts. Simply search for a contact to private direct message them.</li> <li>• Compose Message: Easily compose a private direct message to another user in your network</li> <li>• Reply / Reply All / Forward / Drafts</li> </ul>
<b>Alerts / Push Notifications</b>	<p>Automatic Email, iOS and Android push notifications are automatically sent to all recipients for the following:</p> <ul style="list-style-type: none"> <li>• “Notify” enabled Posts, and Calendar Shares</li> <li>• Automatic Event Reminders</li> <li>• Volunteer Sign Up Commitment Reminder</li> <li>• Receipt of a Private Direct Message</li> <li>• When someone Likes your Post or Event</li> <li>• When someone Comments on your Post or Event</li> <li>• When someone RSVPs to an Event you Created</li> <li>• When someone Signs Up to a Volunteer slot your created</li> <li>• When someone Comments on a Post you Commented on</li> </ul>

<b>Profile Management</b>	<ul style="list-style-type: none"> <li>• Edit User Info and User Preferences</li> </ul>
<b>Mobile Support</b>	<p>iOS and/or Android application support</p> <p>Mobile Features include:</p> <ul style="list-style-type: none"> <li>• Post Stream:</li> <li>• Translation Support: multiple Languages</li> <li>• Shared Calendar</li> <li>• Volunteer Sign up</li> <li>• Private Direct Messaging</li> <li>• User Preferences:</li> </ul>
<b>Other</b>	<ul style="list-style-type: none"> <li>• School Year Transition Support:</li> <li>• Content Removal:</li> </ul>
<b>Technical Specification</b>	<ul style="list-style-type: none"> <li>• Fully Hosted “Software as a Service” Platform: No onsite installation of software required.</li> <li>• Web Browser Support</li> <li>• Mobile Availability</li> <li>• Security: Highest standards of security architecture available today. ISO 27001 certified and validation as a Level 1 service provider under the PCI Data Security Standards. Compliant with FedRAMP, FISMA and DIACAP, FIPS 140-2 among other industry security standards. All services require secure HTTPS access and protected by multiple layers of firewalls with strict access rules, or whatever is the latest industry standard.</li> </ul>

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalogue for goods and services. You may offer different discounts for different brands or lines of goods if you choose.

**A zero discount off catalogue proposal is permitted, but** TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalogue prices. Line item proposal prices may only be increased by either the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so



proposing the discount off catalogue price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. **You may propose, both discount off a catalogue AND line item pricing for specific lists of items if you choose to.** Caution: Using the Markup method of pricing require the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award.

You may stipulate different discounts off or markups on specific brands or lines of goods if you desire.

### **PRICING FORMAT (EXCEL SPREADSHEET)**

**DO NOT PROPOSE "PRICE TO BE DETERMINED".**

There are two (2) sections in the Excel sheet provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalogue price is the preferred method and please propose that method in addition to any other method you desire to cover future item or service availability.

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalogue, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalogue. If different sections of your catalogue have different minimum discounts, please note accordingly.

### **Excel sheet provided in electronic solicitation in ION Wave bidding site for TIPS.**

List any other services, maintenance agreements, mileage fees, travel costs, etc. with line item pricing for years One, Two and Three of the awarded contract AND/OR discount off Catalogue price as defined above.

**Vendor may provide additional pricing in another format.**

**ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED".**

**Example: Proposed catalogue, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.**

Please provide any explanatory information on you pricing proposal you believe is necessary to fully inform TIPS of your intent.

### **Service Incidental to the Sale of Goods**

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the spreadsheet or in an attachment.

**Any and All Services may be proposed, but must be priced either as a line item or as a discount off the published Catalogue price for said services. You may provide a catalogue of**

services or a link to the available services or you may create a TIPS-specific Catalogue list of services with applicable pricing. Please specify or illustrate your chosen method.

If Line item goods pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof form the manufacturer or distributor that the pricing has increased and by how much.

**NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOGUE PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.**

Pricing Spreadsheet must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING SPREADSHEET.

If pricing for this unique solicitation is not possible with the pricing spreadsheet, please provide a pricing methodology that is based on

### **PROPOSAL SCORING AND EVALUATION**

A qualified evaluation committee will evaluate and score all proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and weighted points in each area as follows (100 total points): 30

TIPS shall use a final overall scoring system to include consideration for competitive pricing, best value price and cost evaluation. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if a offeror stipulates exceptions, exclusions, or limitations of liabilities. Strong consideration will be given to the best value price as it relates to the products and services. However, price is ultimately only one of the factors taken into consideration in the evaluation and award. TIPS shall reserve the right to reject any or all proposals or any part of any proposal.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. Purchase Price: (32) point weight. Per prices quoted as related to information within the request for proposals and the discount off MSRP or other published list pricing or stated prices of goods.

2. The reputation of the vendor and of the vendor's goods or services; (1) point weight. References and TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.

3. The quality of the vendor's goods or services; (30) point weight. References and TIPS staff knowledge and any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.

4. The total long-term cost to TIPS and its members to acquire the vendor's goods or services; (1) point weight. Same as 1 above as there is no objective long term cost on this type of award.

5. Extent to which the Goods or Services meet the Needs: (31) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation.

6. Vendor's Past Relationship: (5) point weight –Only experience within the past 5 years will be evaluated unless otherwise specified. No past relationship is 2.5 points and a good relationship is 2.6 to 5 points and a poor relationship is 0 to 2.4 points

7. Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses: (0) point weight – There are no Texas laws that apply to this procurement but since federal funds are anticipated to be utilized during the life of this contract, the proposer should agree to abide by the federal regulations in the forms contained in this SOLICITATION document related to underutilized businesses in its subcontracting practices. This factor has been considered and due to the foregoing, no points will be assigned. NOTE: Failure to agree to comply with the federal regulations in the forms herein shall make use of federal funds to purchase the goods or services proposed unallowable.

8. Residency: for a contract for goods and services, ***other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials***, whether the vendor or the vendor's ultimate parent company or majority owner:

(A) has its principal place of business in this state; or

(B) employs at least 500 persons in this state; and

(0) point weight- federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

**PROPOSERS FALLING BELOW AN 80-point THRESHOLD WILL NOT BE CONSIDERED FOR AN**

**AWARD.**

## **Addendum #1 for RFP 170202 Multi-Tiered Private Collaboration Network**

A Pre-bid meeting has been requested by a potential proposer per the terms of the RFP and is scheduled for Thursday, February 9, 2017 at 10:00 AM Central Time.

The meeting will be held at Education Service Center Region 8, 4845 US Hwy 271 North, Pittsburg, Texas 75686 (five miles north of city of Pittsburg, TX.)

You may attend by Gotomeeting. See Below.

### **Prebid Meeting 170202 Multi-tiered Private Collaboration Network**

Thu, Feb 9, 2017 10:00 AM - 11:00 AM CST

**Please join my meeting from your computer, tablet or smartphone.**

<https://global.gotomeeting.com/join/612818893>

**You can also dial in using your phone.**

United States (Toll Free): 1 866 899 4679

United States: +1 (669) 224-3318

**Access Code: 612-818-893**

First GoToMeeting? Try a test session: <http://help.citrix.com/getready>

# The Interlocal Purchasing System

## Bid Information

Bid Owner Rick Powell  
Email rick.powell@tips-usa.com  
Phone (903) 575-2689  
Fax  
  
Bid Number 170202 Addendum 1  
Title Multi-Tiered Private Collaboration Network  
Bid Type RFP  
Issue Date 02/02/2017  
Close Date 3/17/2017 03:00:00 PM (CT)

## Contact Information

Address Region VIII Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
  
Contact Kim Thompson, TIPS Office Manager  
Department  
Building  
Floor/Room  
Telephone +1 (866) 839-8477  
Fax +1 (866) 839-8472  
Email bids@tips-usa.com

## Ship to Information

Address  
  
Contact  
Department  
Building  
Floor/Room  
Telephone  
Fax  
Email

## Supplier Information

Company Name \_\_\_\_\_  
Contact Name \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
Telephone \_\_\_\_\_  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

## Supplier Notes

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

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

## Bid Notes

## Bid Activities

## Bid Messages

## Bid Attachments

The following attachments are associated with this opportunity and will need to be retrieved separately

Line	Filename	Description
Header	Addendum #1 for RFP 170202 Multi-Tiered.pdf	This addendum #1 schedules a requested prebid meeting. See attachment for Addendum #1 for all relevant information.  Thu, Feb 9, 2017 10:00 AM - 11:00 AM CST  Please join my meeting from your computer, tablet or smartphone. <a href="https://global.gotomeeting.com/join/612818893">https://global.gotomeeting.com/join/612818893</a>  You can also dial in using your phone. United States (Toll Free): 1 866 899 4679 United States: +1 (669) 224-3318  Access Code: 612-818-893

First GoToMeeting? Try a test session: <http://help.citrix.com/getready>

Header	RFP_170202.pdf	RFP 170202 Specifications and Instructions
Header	170202_Pricing_1.xlsx	Pricing Form #1 Spreadsheet
Header	170202_Pricing_2.xlsx	Pricing Form #2 Spreadsheet
Header	Base_Forms_Required.1182017.RP.pdf	Required Base Forms
Header	Agreement_RFP_170202.pdf	RFP 170202 Agreement
Header	Agreement_Signature_Form.RFP170202.pdf	RFP 170202 Agreement Signature Form
Header	references.xls	References
Header	resellers-dealers.xls	Resellers/Dealers
Header	HUB_Subcontracting_Plan_Form_OPTIONAL.pdf	HUB Subcontracting Plan Form OPTIONAL

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## Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. Valid Responses: [Please Select], Yes, No	_____ (Required)
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. Valid Responses: [Please Select], Yes, No	_____ (Required)
3	Yes - No	The Vendor can provide services and/or products to all 50 US States? Valid Responses: [Please Select], Yes - All 50 States, No - (listed in question 18)	_____ (Required)
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	_____ (Optional)
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	_____ (Required)
6	Primary Contact Name	Primary Contact Name	_____ (Required)
7	Primary Contact Title	Primary Contact Title	_____ (Required)
8	Primary Contact Email	Primary Contact Email	_____ (Required)
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Required)
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Optional)

11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Optional)
12	Secondary Contact Name	Secondary Contact Name	_____ (Required)
13	Secondary Contact Title	Secondary Contact Title	_____ (Required)
14	Secondary Contact Email	Secondary Contact Email	_____ (Required)
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Required)
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Optional)
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Optional)
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	_____ (Required)
19	Admin Fee Contact Email	Admin Fee Contact Email	_____ (Required)
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Required)
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	_____ (Required)
22	Purchase Order Contact Email	Purchase Order Contact Email	_____ (Required)
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	_____ (Required)
24	Company Website	Company Website (Format - www.company.com)	_____ (Optional)
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	_____ (Optional)
26	Primary Address	Primary Address	_____ (Required)
27	Primary Address City	Primary Address City	_____ (Required)
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	_____ (Required)
29	Primary Address Zip	Primary Address Zip	_____ (Required)
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	_____ (Required)
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) Valid Responses: [Please Select], Yes, No	_____ (Required)
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder? Valid Responses: [Please Select], Yes, No	_____ (Required)
33	Company Residence (City)	Vendor's principal place of business is in the city of?	_____ (Required)

- 34 Company Residence (State) Vendor's principal place of business is in the state of? \_\_\_\_\_ (Required)
- 35 Felony Conviction Notice: (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (No Response Required)  
(Questions 36 - 37)
- 36 Yes - No A publicly held corporation; therefore, this reporting requirement is not applicable? \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 37 Yes - No Is owned or operated by individual(s) who has/have been convicted of a felony? \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 38 Pricing Information: Pricing information section. (Questions 39 - 42) (No Response Required)
- 39 Yes - No In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section. \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 40 Yes - No Pricing submitted includes the TIPS administration fee? \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 41 Yes - No Vendor agrees to remit to TIPS the required administration fee? \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 42 Yes - No Additional discounts to TIPS members for bulk quantities or scope of work? \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 43 Start Time Average start time after receipt of customer order is \_\_\_\_ working days? \_\_\_\_\_ (Required)
- 44 Years Experience Company years experience in this category? \_\_\_\_\_ (Required)
- 45 Resellers: Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, No
- 46 Prices are guaranteed for? (\_\_\_\_Month(s), \_\_\_\_ Year(s), or Term of Contract) (Standard term is "Term of Contract") \_\_\_\_\_ (Required)



- 47 NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
  - 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
  - 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
  - 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
- 48 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 \_\_\_\_\_ (Required)
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?  
Valid Responses: [Please Select], No, Yes
- 49 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? \_\_\_\_\_ (Optional)  
Valid Responses: [Please Select], Yes, No
- 50 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. \_\_\_\_\_ (Required)  
Valid Responses: [Please Select], Yes, I agree, No, if no please explain in next attribute
- 51 Regulatory Standing Regulatory Standing explanation of no answer. \_\_\_\_\_ (Optional)
- 52 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of

this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

53 Suspension or Debarment Instructions

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

54 Suspension or Debarment Certification

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

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.  
Valid Responses: [Please Select], Yes, I certify, No, I do not certify

55 Non-Discrimination Statement and Certification

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

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

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

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

USDA is an equal opportunity provider, employer, and lender.

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

56 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

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

57 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(Required)

Does vendor agree?

Valid Responses: [Please Select], Yes, I agree, No, I do not agree

58 2 CFR PART 200 (B) 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)

(Required)

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

and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

Valid Responses: [Please Select], Yes, I agree, No, I do not agree

59 2 CFR PART 200 (G) Clean Air Act

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

Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree?

Valid Responses: [Please Select], Yes, I agree, No, I do not agree

\_\_\_\_\_ (Required)

60 2 CFR PART 200 (H) Debarment and Suspension

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

Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree?

Valid Responses: [Please Select], Yes, I agree, No, I do not agree

\_\_\_\_\_ (Required)

61 2 CFR PART 200 (l) Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to Federal Rule (l) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein. Does vendor agree?  
Valid Responses: [Please Select], Yes, I agree, No, I do not agree

\_\_\_\_\_ (Required)

62 2 CFR PART 200 Federal Rule (12)

Federal Rule (12) 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 Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?  
Valid Responses: [Please Select], Yes, I certify, No, I do not certify

\_\_\_\_\_ (Required)

63 2 CFR PART 200 Procurement of Recovered Materials

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

\_\_\_\_\_ (Required)

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?  
Valid Responses: [Please Select], Yes, I certify, No, I do not certify

64 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

\_\_\_\_\_ (Required)

65 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?  
Valid Responses: [Please Select], Yes, I Agree, No, IF NO PLEASE EXPLAIN IN NEXT ATTRIBUTE

\_\_\_\_\_ (Required)

- 66 Remedies Explanation of No Answer \_\_\_\_\_ (Optional)
- 67 Choice of Law This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles. \_\_\_\_\_ (Required)  
 Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?
- 68 Jurisdiction and Service of Process Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties \_\_\_\_\_ (Required)  
 irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.  
 Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?
- 69 Alternative Dispute Resolution Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost. \_\_\_\_\_ (Required)  
 Do you agree to these terms?  
 Valid Responses: [Please Select], Yes, I Agree, No, IF NO PLEASE EXPLAIN IN NEXT ATTRIBUTE
- 70 Alternative Dispute Resolution Explanation of No Answer \_\_\_\_\_ (Optional)



- 71 Infringement(s) \_\_\_\_\_ (Required)
- The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.
- Do you agree to these terms?  
Valid Responses: [Please Select], Yes, I Agree, No, IF NO PLEASE EXPLAIN IN NEXT ATTRIBUTE
- 72 Infringement(s) Explanation of No Answer \_\_\_\_\_ (Optional)
- 73 Acts or Omissions \_\_\_\_\_ (Required)
- The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
- Do you agree to these terms?  
Valid Responses: [Please Select], Yes, I Agree, No, IF NO PLEASE EXPLAIN IN NEXT ATTRIBUTE
- 74 Acts or Omissions Explanation of No Answer \_\_\_\_\_ (Optional)
- 75 Contract Governance \_\_\_\_\_ (Required)
- Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.
- 76 Payment Terms and Funding Out Clause \_\_\_\_\_ (Required)
- Payment Terms:  
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
- Funding out Clause:  
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
- Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

77 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

78 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

Valid Responses: [Please Select], Yes, I certify - NONE (Section A), Yes, I certify - SOME (Section B)

\_\_\_\_\_ (Required)

79 Solicitation Deviation/Compliance

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

Valid Responses: [Please Select], Yes, I agree, No, if no please explain in next attribute

\_\_\_\_\_ (Required)

- |    |  |   |                  |
|----|--|---|------------------|
| 80 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> | _____ (Optional) |
| 81 | Agreement Deviation/Compliance                 | <p>Does the vendor agree with the language in the Vendor Agreement?</p> <p>Valid Responses: [Please Select], Yes, I agree, No, if no please explain in next attribute</p>   | _____ (Required) |
| 82 | Agreement Exceptions/Deviations Explanation    | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>   | _____ (Optional) |

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Line Items