

VENDOR CONTRACT

Between

ACP Direct

and

(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Audio Visual Equipment and Supplies

#01121914

General Information

The contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if the awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

The following pages will constitute the contract between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

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

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

The Interlocal Purchasing System (TIPS)

Lead Agency – Region VIII Education Service Center

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

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

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

Disclosures

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

Renewal of Contracts

This contract period is for one (12) months with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

Payments

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS members at a price lower than can be obtained thru the TIPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the Two Percent 2% participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% per total purchase to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% on all sales to TIPS on a monthly submission report. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for the 2% is mailed. Failure to pay the 2% participation fee will result in termination of contract.

Indemnity

1. **Indemnity for Personality Contracts.** Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

Multiple Vendor Awards

RFP- Audio Visual Equipment and Supplies – Due November 13, 2014 at 3:00 p.m.

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if Vendor has not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;
- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor as follows:

- Make PO payable to Awarded Vendor.
- List TIPS Vendor Contract # on PO.
- Email PO as a pdf attachment to tipspo@tips-usa.com
- Vendor will receive the PO from the TIPS PO System. Vendor is required to follow the link in the email and open each PO to complete the return acknowledgement process to TIPS.

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of awarded vendor.

Site Requirements (when applicable to service or job)

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

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

Invoices

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Contract #". The shipment tracking number or pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over \$100,000 and payment bonds on jobs over \$25,000 or awarded vendor will meet the member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the member and added to the purchase order.

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the member provides a general scope, but the awarded vendor should provide a written scope of work to the member as part of the proposal. Once the scope of the job is agreed to, the member will issue a PO with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the member. If special terms and conditions other than those covered within this solicitation and awarded contracts are required, they will be attached to the PO and shall take precedence over those in the base contract.

Project Delivery Order Procedures

The member having approved and signed an inter-local agreement may make a request of the awarded vendor under this contract when the member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the member as soon as possible, but must make contact with the member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the member inspect the work for acceptance under the scope and terms in the PO. The member will issue in writing any corrective actions that are required. Upon completion of these items, the member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party.

TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders **must be emailed** to **tipspo@tips-usa.com**. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
- **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
- **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing must be posted by 1st of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

Check one of the following responses to the General Terms and Special Terms and Conditions:

- We take no exceptions/deviations to the general and special terms and conditions.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general and special terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TIPS shall be the sole judge on the acceptance of exceptions/deviations and TIPS's decision shall be final.

Please see attached "Deviations/Exceptions" Form + "Freight Policy" Form



PO Box 703168, Dallas TX 75370

DEVIATIONS/EXCEPTIONS

Region 8

TIPS- The Interlocal Purchasing System

#01121914

Audio Visual Equipment and Supplies

ACP Direct strives to comply with most conditions and terms as set forth in bid documents. We are not able to comply with certain conditions as found in this bid. The following exceptions shall apply:

Terms and Conditions Freight

Freight terms will be FOB Destination; Prepay and Add. Freight charges are not included in the price. Please see attached *Freight Policy* form.

Terms and Conditions Purchase Order Pricing/Product Deviations

Due to the length of the term, and the nature of the items covered by this bid, the prices may fluctuate but the stated discount will remain firm for the term of the contract. Current prices can be found in our most current catalog or website at www.acpdirect.com at the time the order is placed

Terms and Conditions Site Requirements (when applicable to service or job)

ACP Direct does not expect this provision to apply as we will not be performing work on school district property.



PO Box 703168, Dallas TX 75370

Freight Policy

ACP Direct's core customer base is the education market and we understand that schools need to be fiscally responsible. To help our customers we offer some of the lowest catalog/website prices in the business. Because our catalog prices start out so low, we must add freight charges to the catalog/website prices.

ACP Direct carries two distinct types of products; Regular Items and Heavy Items. Regular Items are those items in our catalog/website that ship from our warehouse. Heavy Items ship direct from the manufacturer, and are notated in our catalog by "UPS" or "Truck" next to the part number.

Shipping Charges for Regular Items - 48 contiguous states

On orders that do not contain heavy items (such as furniture) we charge freight based on the subtotal of the items ordered (see chart below). We do not ship outside of the US.

Order Amount	Ground Rates
\$0-\$49.99	\$7.95
\$50-\$99.99	\$10.95
\$100-\$199.99	\$14.95
\$200-\$499.99	\$18.95
\$500+	6% of order

Shipping Charges for Heavy Items - 48 contiguous states

Our goal is to provide you with the lowest possible freight charges. Heavy items, like furniture shipments, have too many variables that must be considered in order to provide the best method at the lowest cost.

Our Freight Department will determine the most economical method for your requirements. We will then contact you within one business day to get your authorization for the delivery charges before we process your order. We do not ship outside of the US.

Helpful Information on Shipping Carriers and Methods

UPS - Driver will deliver your order inside the building.

Truck to Tailgate or Truck to Dock - This is the most economical truck delivery available. If your organization has a loading dock, the driver will leave the shipment there. If there is no loading dock, the driver will take the merchandise to the end of the truck trailer and you will be responsible for unloading and bringing your merchandise inside your building. Tailgate delivery does not include inside delivery.

Truck Lift-gate Delivery - For an additional charge the delivery will arrive on a special trailer with a lift-gate. The driver will use the lift-gate to unload the items for you to ground level and you will be responsible for unloading and bringing your merchandise inside your building. Lift-gate delivery does not include inside delivery.

Truck Inside Delivery - For an additional charge the driver will unload the items for you and deliver them inside the nearest doorway. They will not carry the merchandise through the building or up flights of stairs.

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a HUB and/or M/WBE Yes No
(If yes, vendor must provide certificate in Section 7 (Certificates))

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a Texas resident bidder. Yes No

Vendor's principal place of business is in the city of Dallas State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony:
If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. 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. Yes No *see attached*

If answer is no, attach a statement detailing how pricing for TIPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No *"Pricing Information" Form*

1.4.3. Vendor agrees to remit to TIPS the required 2% participation fee. Yes No

1.4.4. Additional discounts to TIPS members for bulk quantities? Yes No

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is 2-5 working days.

1.5.2. Which description best describes your company's position in the distribution channel?

- | | |
|--|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input checked="" type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing thru reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> Other _____ |

1.5.3. Company experience in this category. 12 Years

The Vendor can provide services and/or products to all 50 US States? Yes No

If answer is no, please list which states can be served ACP Direct only provides product. ACP Direct does not provide services or installation or maintenance.

Prices are guaranteed for: (Standard Term is "Term of Contract") Term selected will affect scoring.

___ Month(s); or ___ Year(s); or ___ Term of Contract

see attached "Pricing Information" Form

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Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 750 characters.

Please see attached
"Company/Product Description"
Form.

246 characters
Please contact lisa@acpdirect.com
for easy format to load on website.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

Dealer Name NA Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name NA Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name NA Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____

Dealer Name NA Tel _____
Address _____ Fax _____
Primary Contact _____ Email _____



Company/Product Description

Region 8 ESC – TIPS

RFP#01121914 Audio Visual Equipment & Supplies

ACP Direct is an educational and audio-visual dealer of furniture, equipment and supplies. Visit our website at www.acpdirect.com or call 800-238-8009.

ACP Direct is your best source for school furniture, classroom furniture, stack chairs, library book trucks and early childhood furniture. We also offer a great selection of audio visual products such as school headphones, listening centers, overhead projectors and digital projectors. You'll find that we have the lowest price after shipping on more school furniture than anyone else. So have a look at our student desks, tv carts, activity tables, and cafeteria tables. If you have any questions, or need help with your order, just give us a call at 800-238-8009. We are always happy to help.

All SALES CALLS WILL BE DIRECTED TO THE TWO INDIVIDUAL VENDOR CONTACTS LISTED BELOW. THESE TWO CONTACTS WILL BE RESPONSIBLE FOR KNOWING THE TIPS CONTRACT AND CONTRACT PRICING. THESE NAMES WILL BE LISTED ON THE TIPS WEBSITE AS PRIMARY AND SECONDARY CONTACTS FOR THE AWARDED CONTRACT.

Primary Contact:

Name: Lisa Austin
Title: Marketing
Email: sales@acpdirect.com
Phone: 800-238-8009
Fax: 800-238-3117
Mobile: 972-383-3012

Secondary Contact:

Name: Vanessa Morris
Title: Vice President
Email: bids@acpdirect.com
Phone: 800-238-8009
Fax: 800-238-3117
Mobile: 972-383-3000

Administrative Fee REPORTING TO TIPS – You will receive a Monthly Report by Email to submit with a check for 2% on all sales that go through this contract. Please list below who will be responsible for collecting and reporting these sales to TIPS:

Contact person: Vanessa Morris
Email: bids@acpdirect.com
Telephone: 800-238-8009

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. Words to be included in the Search Engine for my Company (Limit 500 words): _____

Please see attached
"Search Engine words" form
+ call 800-238-8009 ex 1012 for Logo



SEARCH ENGINE KEYWORDS

Region 8 ESC- TIPS

RFP#01-121914

Audio Visual Equipment & Supplies

- | | |
|--------------------------|------------------------------|
| 1 Headphones | 29 Stack Chairs |
| 2 Head Phones | 30 AV Carts |
| 3 Headsets | 31 Classroom Computer Tables |
| 4 Head Sets | 32 Folding Tables |
| 5 Flip Classroom | 33 Laptop Storage Carts |
| 6 Flipped Classroom | 34 Trophy and Display Cases |
| 7 Furniture | 35 Lecterns |
| 8 Audio Visual | 36 Cafeteria Tables |
| 9 Listening Center | 37 School Desks |
| 10 Listening Centers | 38 Choral Risers |
| 11 Chairs | 39 Stages |
| 12 Computer Accessories | 40 Microphones |
| 13 AV Equipment | 41 Projectors |
| 14 Visual Presenters | 42 Screens |
| 15 School Chairs | 43 Document Camera |
| 16 Science Furniture | 44 Collaborative |
| 17 Boards | 45 Technology |
| 18 Marker boards | 46 ACP Direct |
| 19 Markerboard | 47 Tablet Accessories |
| 20 Music Room Furniture | 48 Teacher Chair |
| 21 Cabinets and Storage | 49 Boom Box |
| 22 Library Furniture | 50 Lamps |
| 23 Preschool Furniture | |
| 24 Carts | |
| 25 Charging Carts | |
| 26 Charging and Synching | |
| 27 Computer Furniture | |
| 28 School Furniture | |

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below. Note: The information in BOLD will be the PRIMARY COMPANY INFORMATION listed on the Vendor Page.

Company name	<u>ACP Direct</u>
Mailing Address	<u>PO Box 703168</u>
City/State/Zip	<u>Dallas, Tx 75370</u>
Telephone No.	<u>800-238-8009</u>
Fax No.	<u>800-238-3117</u>
E-mail address	<u>bids@acpdirect.com</u>
Authorized signature	<u>Lisa Austin</u>
Printed name	<u>Lisa Austin</u>
Position with company	<u>Bid Marketing</u>
EMAIL FOR ALL PO's WILL BE SENT	<u>Email sales@acpdirect.com</u>
Person Responsible for PROCESSING PO's	<u>Name Lisa Austin</u>
Telephone to Contact the PO Person	<u>Phone 800-238-8009</u>
Company Website	<u>www.acpdirect.com</u>

It is very important that if the PO person changes that TIPS is notified immediately.

This contract is for a total TERM of three years, but is reviewed and renewed every 12 months. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McMatt
TIPS Authorized Signature

12-19-14
Date

David Wayne Fitts
Approved by Region VIII ESC

12-19-14
Date



REFERENCES

Region 8 ESC TIPS

RFP#01121914 Audio Visual Equipment & Supplies

Garland ISD

Mark Booker

PO Box 461228

Garland, TX 75046

972-487-3097

[mailto: saguilar@garlandisd.net](mailto:saguilar@garlandisd.net)

Ft Worth ISD

Skip Gerrard

100 North University Drive #NW140-F

Fort Worth, TX 76107

817-814-2214

[mailto: skip.gerrard@fwisd.org](mailto:skip.gerrard@fwisd.org)

Frisco ISD

Joann Tinney

5515 Ohio Drive

Frisco, TX 75035

469-633-6381

tinneyj@friscoisd.org



WARRANTY INFORMATION

Region 8 ESC – TIPS

RFP# 01-121914

Audio Visual Equipment & Sales

ACP Direct carries a large number of manufacturers, and each has their own warranty terms. Any warranty, expressed or implied, is limited to that offered by the manufacturer. Items rejected for reasons other than damage, overage, or defect will be replaced at the expense of the District.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

OFFICE USE ONLY

Date Received

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1 Name of person who has a business relationship with local governmental entity.

ACP Direct

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

- None -

4

Lisa Austin
Signature of person doing business with the governmental entity

10/29/2014
Date

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) AFFORDABLE COMPUTER PRODUCTS, INC.	
	Business name/disregarded entity name, if different from above ACP DIRECT <<<<<****PLEASE USE THIS NAME*****	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.) PO BOX 703168	Requester's name and address (optional) TIPS The Interlocal Purchasing System 4845 US Hwy 271 North Pittsburg, Texas 75686
City, state, and ZIP code DALLAS, TEXAS 75370		List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Employer identification number								
7	5	-	2	9	8	6	1	1

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Lisa Austin</i>	Date ▶ <i>10/29/14</i>
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General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



FELONY CONVICTION NOTICE

State of Texas Legislative Senate Bill No. 1, 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 the services performed before the termination of contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony has been reviewed by me and the following information furnished is true to the best of my knowledge.

VENDOR'S NAME: ACP Direct

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED) Lisa Austin Lisa Austin

- a. My firm is publicly-held corporation, therefore, this reporting requirement is not applicable.

Signature of Company: _____

- b. My firm is neither owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: Lisa Austin

- c. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name: _____

Felon(s): _____

Details of Conviction(s): _____

Signature of Company Official: _____

Note: Please complete, sign, and submit this form with your bid or company may be disqualified



NONRESIDENT BIDDER PROVISIONS

Texas Statutes and Codes Annotated Government Code § 2252.002, as amended:

Is the bidder that is making and submitting this bid a "resident bidder" or a "non-resident bidder"?

Answer: Resident Bidder

- (1) Texas Resident Bidder - A bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder - A bidder who is not a Texas Resident Bidder.

If the Bidder is a "Nonresident Bidder", does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the bid of a Resident Bidder of that state in order for the nonresident bidder of that state to be awarded a contract on his bid in such state?

Answer: Yes or No Which state? NA

If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a contract on such bid in said state?

Answer: NA

Lisa Austin
Signature