## **TIPS VENDOR AGREEMENT**

Between

THE EOU-SOURCE CORPORATION and

(Company Name)

#### THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170302 Furniture, Furnishings and Services

#### **General Information**

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

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

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

#### **Definitions**

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

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## **Terms and Conditions**

#### Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

#### **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.)

#### **Agreements**

All Agreements 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.

Agreements 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, rented to, 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.

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#### **Assignments of Agreements**

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

#### **Disclosures**

- 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 Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that
  might be considered a conflict of interest in doing business with 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 Agreement.

#### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

No Agreement for goods or services with a TIPS member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause with which the TIPS member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS member shall only be valid and enforceable when the vendor receives written confirmation by purchase order or executed Agreement issued by the TIPS member for any renewal period. The purpose of this clause is to avoid a TIPS member inadvertently renewing an Agreement during a period in which the governing body of the TIPS member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

#### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

Page 3 of 12 TIPS VENDOR AGREEMENT Ver.02222017.rp 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

#### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

#### Indemnity

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

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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.

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#### Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement 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 48 hours of receipt of order.

#### **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

#### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

#### Form of Agreement

If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

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#### **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

#### **Smoking**

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

#### **Invoices**

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

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#### 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 Agreement by awarded vendor must have prior approval from TIPS.

#### Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

#### **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 TIPS 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.

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#### **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 and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS 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 TIPS member and added to the purchase order or Agreement.

#### **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 TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

#### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS 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

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TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

#### **Support Requirements**

If there is a dispute between the awarded vendor and TIPS 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.

#### **Incorporation of Solicitation**

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

## **Special Terms and Conditions**

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

- Agreements: All vendor purchase orders and/or Agreements/agreements must be
  emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to
  vendor, it is the vendor's responsibility to forward the order to TIPS at the email above
  within 24 business hours and confirm its receipt with TIPS.
- <u>Promotion of Agreement</u>: 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- <u>Daily Order Confirmation</u>: All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
- Vendor custom website for TIPS: If Vendor is hosting a custom TIPS website, then
  updated pricing must be posted by 1<sup>st</sup> of each month.
- <u>Back Ordered Products</u>: 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.

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 170302 Furniture, Furnishings and Services

| Company Name THE EDU-SOURCE CORPORATION                          |
|--|
| Address 4333 DE ZAVALA RD. STE. 114                              |
| City SAN ANTONIO State Tx Zip 78249                              |
| Phone 210, 699, 4268 Fax 210, 699, 8994                          |
| Email of Authorized Representative edusource edusource corp. com |
| Name of Authorized Representative FRANK MED INA TV               |
| Title PRESIDENT  |
| Signature of Authorized Representative Tuk Work                  |
| Date 4(24)17   |
| TIPS Authorized Representative Name Meredith Barton              |
| Title Vice-President of Operations                               |
| TIPS Authorized Representative Signature Meredity Barton         |
| Approved by ESC Region 8 Javrd Wayne Fitts                       |
| Date May 26, 2017  |

## The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

| Bid Information  |  | Contact Information   |  | Ship to Information                      |  |
|--|--|---|--|--|--|
| Bid Creator  Email Phone Fax   | Rick Powell General<br>Counsel/Procurement<br>Compliance Officer<br>rick.powell@tips-usa.com<br>(903) 575-2689 | Address   | Region 8 Education<br>Service Center<br>4845 US Highway 271<br>North<br>Pittsburg, TX 75686<br>Sarah Bond, Contracts | Address  Contact  Department             |  |
| Bid Number<br>Title<br>Bid Type<br>Issue Date<br>Close Date  | 170302 Addendum 1<br>Furniture<br>RFP<br>3/2/2017 08:01 AM (CT)<br>4/27/2017 03:00:00 PM (CT)                  | Department<br>Building<br>Floor/Room<br>Telephone<br>Fax<br>Email |  | Building  Floor/Room Telephone Fax Email |  |
| Supplier Inforn  | nation   |   |  |  |  |
| Company<br>Address   | The Edu-Source Corporation P.O. Box 691948   |   |  |  |  |
| Contact Department Building Floor/Room Telephone Fax Email   | San Antonio, TX 78269 (210) 699-4268 (210) 699-4386  |   |  |  |  |
| Submitted<br>Total   | 4/27/2017 02:22:27 PM (CT)<br>\$0.00   |   |  |  |  |
| By submitting your response, you certify that you are authorized to represent and bind your company. |  |   |  |  |  |
| Signature Fra  | ınk Medina IV  |   | Email eduso  | urce@edusourcecorp.com                   |  |
| Supplier Notes   | 6  |   |  |  |  |
| Bid Notes  |  |   |  |  |  |
|  |  |   |  |  |  |
| Bid Activities   |  |   |  |  |  |
| Bid Messages   |  |   |  |  |  |

| _  | Attributes ease 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. | Yes   |
| 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.                                | Yes   |
| 3  | Yes - No   | The Vendor can provide services and/or products to all 50 US States?   | No  |
| 4  | States Served:                                   | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)  | Texas, New Mexico, Oklahoma,<br>Arkansas and Lousiana   |
| 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.)   | We provide tailored solutions to meet customer timelines, budgets and expectations. Also we bring cutting edge restaurant quality aesthetics, layouts, furniture and technology. Our fluency in the federal food program policy and budget processes help to navigate challenges. |
| 6  | Primary Contact Name                             | Primary Contact Name   | Frank Medina IV   |
| 7  | Primary Contact Title                            | Primary Contact Title  | President   |
| 8  | Primary Contact Email                            | Primary Contact Email  | edusource@edusourcecorp.com   |
| 9  | Primary Contact Phone                            | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   | 2106994268  |
| 10 | Primary Contact Fax                              | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   | N/A   |
| 11 | Primary Contact Mobile                           | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   |   |
| 12 | Secondary Contact Name                           | Secondary Contact Name   | Alex Rios   |
| 13 | Secondary Contact Title                          | Secondary Contact Title  | Corporate Project Manager   |
| 14 | Secondary Contact Email                          | Secondary Contact Email  | alex@edusourcecorp.com  |
| 15 | Secondary Contact Phone                          | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   | 2106994268  |
| 16 | Secondary Contact Fax                            | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   |   |
| 17 | Secondary Contact Mobile                         | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477   |   |
| 18 | Admin Fee Contact Name                           | Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.   | Leah Rios   |

| 19                               | Admin Fee Contact Email  | Admin Fee Contact Email   | leah@edusourcecorp.com  |
|----------------------------------|--|---|---|
| 20                               | Admin Fee Contact Phone  | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477  | 2106994268  |
| 21                               | Purchase Order Contact Name  | Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.  | Alex Rios   |
| 22                               | Purchase Order Contact Email   | Purchase Order Contact Email  | alex@edusourcecorp.com  |
| 23                               | Purchase Order Contact Phone   | Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477  | 2106994268  |
| 24                               | Company Website  | Company Website (Format - www.company.com)  | www.edusourcecorp.com   |
| 25                               | Federal ID Number:   | Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)   | 74-2875083  |
| 26                               | Primary Address  | Primary Address   | 6333 De Zavala Rd. Suite #114   |
| 27                               | Primary Address City   | Primary Address City  | San Antonio   |
| 28                               | Primary Address State  | Primary Address State (2 Digit Abbreviation)  | TX  |
| 29                               | Primary Address Zip  | Primary Address Zip   | 78249   |
| 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.)   | Cafeteria Furniture, Outdoor<br>Furniture, Art, Decor, Serving Line<br>Equipment and Mobile Folding<br>Tables |
|                                  |  |   |   |
| 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)   | Yes   |
| 31                               | Yes - No   | in which a TIPS member utilizes federal funds on contracts  | Yes   |
|                                  |  | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident  |   |
| 32                               | Yes - No   | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  | Yes   |
| 32                               | Yes - No Company Residence (City)  | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  Vendor's principal place of business is in the city of?   | Yes San Antonio Texas   |
| 32<br>33<br>34                   | Yes - No  Company Residence (City)  Company Residence (State)  | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  Vendor's principal place of business is in the city of?  Vendor's principal place of business is in the state of?  (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document:  | Yes San Antonio Texas   |
| 32<br>33<br>34<br>35             | Yes - No  Company Residence (City)  Company Residence (State)  Felony Conviction Notice:                     | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  Vendor's principal place of business is in the city of?  Vendor's principal place of business is in the state of?  (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)  A publicly held corporation; therefore, this reporting  | Yes San Antonio Texas (No Response Required)  |
| 32<br>33<br>34<br>35             | Yes - No  Company Residence (City)  Company Residence (State)  Felony Conviction Notice:  Yes - No           | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  Vendor's principal place of business is in the city of?  Vendor's principal place of business is in the state of?  (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)  A publicly held corporation; therefore, this reporting requirement is not applicable?  Is owned or operated by individual(s) who has/have been                        | Yes San Antonio Texas (No Response Required)  |
| 32<br>33<br>34<br>35<br>36<br>37 | Yes - No  Company Residence (City)  Company Residence (State)  Felony Conviction Notice:  Yes - No  Yes - No | in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)  Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  Vendor's principal place of business is in the city of?  Vendor's principal place of business is in the state of?  (Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)  A publicly held corporation; therefore, this reporting requirement is not applicable?  Is owned or operated by individual(s) who has/have been convicted of a felony? | Yes San Antonio Texas (No Response Required) No   |

| 41 | Yes - No                                      | Vendor agrees to remit to TIPS the required administration fee?   | Yes                    |
|----|---|---|------------------------|
| 42 | Yes - No                                      | Additional discounts to TIPS members for bulk quantities or scope of work?  | Yes                    |
| 43 | Start Time                                    | Average start time after receipt of customer order is working days?   | 1                      |
| 44 | Years Experience                              | Company years experience in this category?  | 19                     |
| 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.  | No                     |
| 46 | Prices are guaranteed for?                    | (Month(s), Year(s), or Term of Contract) (Standard term is "Term of Contract")  | Term of Contract       |
| 47 | Right of Refusal                              | Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?   | Yes                    |
| 48 | NON-COLLUSIVE BIDDING CERTIFICATE             | By submission of this bid or proposal, the Bidder certifies that:   | (No Response Required) |
|    |   | <ol> <li>This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</li> <li>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:</li> <li>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;</li> <li>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.</li> </ol> |                        |
| 49 | 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  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  | Yes                    |
| 50 | Filing of Form CIQ                            | requirement?  If yes (above), have you filed a form CIQ as directed here?   |                        |
|    |   |   | Yes                    |
| 51 | 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.   | 165                    |

- 52 Regulatory Standing
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

Regulatory Standing explanation of no answer.

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.

Instructions for Certification:

- 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,

Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and Yes 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

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.

56 Non-Discrimination Statement and Certification

Yes

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.

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.

(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.

57 2 CFR PART 200 Contract Provisions Explanation Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

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

The ESC Region 8 and TIPS Members 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.

2 CFR PART 200 (A) Contracts

2 CFR PART 200 (B) Termination

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. Does vendor agree?

Contracts for more than the simplified acquisition threshold Yes

Termination for cause and for convenience by the grantee Yes or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to 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 expense of the right to vender an expensive apparturity.

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?

(No Response Required)

Yes

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?

61 2 CFR PART 200 (H) Debarment and Suspension Debarment and Suspension (Executive Orders 12549 and Yes 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?

62 2 CFR PART 200 (I) 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

Pursuant to Federal Rule (I) 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?

Yes

Yes

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?

64 2 CFR PART 200 Procurement of Recovered Materials A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

--

Yes

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?

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?

66 Remedies Yes, I Agree

68 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.

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 Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any

contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties

irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter

have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in

any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting

from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph

with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to

waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section

may be served on any party anywhere in the world. Venue 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?

70 Alternative Dispute Resolution

Prior to filing of litigation, the parties may select Yes, I Agree 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.

Do you agree to these terms?

- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s)

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

Yes, I Agree

Yes

#### Do you agree to these terms?

- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions

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

- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

77 Payment Terms and Funding Out Clause

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?

Yes, I Agree

Yes

Yes

(No Response Required)

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 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.

Does the vendor agree with the General Conditions Standard Terms and

Conditions or Item Specifications listed in this proposal invitation?

Yes

None

80 Solicitation Deviation/Compliance

170302 Addendum 1 - Page 15 of 17

81 Solicitation Exceptions/Deviations Explanation

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

82 Agreement Deviation/Compliance

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

Yes

83 Agreement Exceptions/Deviations Explanation

If the proposing Vendor desires to deviate form 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.

| _ine Items |                 |        |
|------------|-----------------|--------|
|            | Response Total: | \$0.00 |



## **TIPS – The Interlocal Purchasing System**

Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017

RE: 170302 – Furniture (Addendum 1)

Addendum 1 was issued 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. There were no other addendums issued for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

# Sarah Bond

Sarah Bond Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing the history of RFP 170302 – Furniture (Addendum 1)

| Bid Audit History       |        |   |
|-------------------------|--------|---|
| ₱Return                 |        |   |
| Date                    | Line   | Description   |
| 5/1/2017 09:07 AM (CT)  | Header | Bid request unsealed by SBONDTIPS.  |
| 4/27/2017 03:00 PM (CT) | Header | Bid request closed by the system.   |
| 4/11/2017 01:10 PM (CT) | Header | Bid Close Date extended from 4/21/2017 03:00:00 PM (CT) to 4/27/2017 03:00:00 PM (CT). By RPOWELLTIPS. Reason: To provide more time for vendors to respond. |
| 4/7/2017 11:50 AM (CT)  | Header | Addendum issued by the system.  |
| 4/7/2017 11:50 AM (CT)  | Header | Addendum published by RPOWELLTIPS. Reason: TIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required              |
| 4/7/2017 11:40 AM (CT)  | Header | Bid Request Information Copied from Bid '170302' by RPOWELLTIPS.  |
| 3/2/2017 08:01 AM (CT)  | Header | Bid request issued by the system.   |
| 2/28/2017 09:29 AM (CT) | Header | Bid request published by RPOWELLTIPS Issue time adjusted by the system to balance workload.   |
| 2/27/2017 10:06 AM (CT) | Header | Bid Request Information Copied from Bid '444444' by RPOWELLTIPS.  |
| 2/27/2017 10:06 AM (CT) | Header | Bid Request created by RPOWELLTIPS.   |
| Items 1-10 shown of 10  |        |   |
| Addendum Audit Histo    | ry     |   |
| ←Return                 |        |   |
| Date                    | Line   | Description   |
| 4/7/2017 11:40 AM (CT)  | Header | Addendum 1 created for bid '170302' by RPOWELLTIPS.   |
| Items 1-1 shown of 1    |        |   |

References

<sup>\*\*</sup> Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.

| Organization  | City      | State | Contact Name        | Contact Phone   | (Added) Contact Email:          |
|---------------|-----------|-------|---------------------|-----------------|---------------------------------|
| D II 10D      | 5 H       | _     |                     | (24.4) 002 5502 |                                 |
| Dallas ISD    | Dallas    | Texas | Michael Rosenberger | (214) 932-5503  | mrosenberger@dallasisd.org      |
| Aldine ISD    | Houston   | Texas | Dani Sheffield      | 281-985-6450    | dsheffield@aldine.k12.tx.us     |
| Edinburg CISD | Edinburg  | Texas | Jaime Perez         | 956-289-2575    | jo.perez@ecisd.us               |
| Galveston ISD | Galveston | Texas | Jennifer Douglas    | 409-766-5161    | JenniferDouglas@gisd.org        |
| Ysleta ISD    | El Paso   | Texas | Michael Vasquez     | 915-434-0125    | mvasquez@yisd.net               |
| McAllen       | McAllen   | Texas | Alexandra Molina    | 956-632-3226    | alexandra.molina@mcallenisd.net |

#### **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

| THE EQU-SOUPLE CORPORATION  |  |
|---|--|
| 6333 DEZAVALA RO. STE 114, SAWANTONIO TX 78249 Name/Address of Organization |  |
| Name/Address of Organization  |  |
| FRANK MEDINA II / PRESIDENT   |  |
| Name/Title of Submitting Official   |  |
| Clark Madino 4/24/17  |  |
| Signature Date  |  |

#### FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a 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 or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

## THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A <u>or</u>B <u>or</u> C.

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

| Official: FRANK MEDINA W Print Authorized Company Official's Name  |
|--|
| A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.  Signature of Authorized Company Official: |
| Signature of Authorized Company Official.  |
| B. My firm is not owned nor operated by anyone who has been convicted of a felony:  Signature of Authorized Company Official:                  |
| C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:  |
| Name of Felon(s):  |
| Details of Conviction(s):  |
| · · · · · · · · · · · · · · · · · · ·  |
| Signature of Authorized Company Official:  |

### CERTIFICATION BY CORPORATE OFFERER

| IF OFFERER IS A CORPORATION,   |
|--|
| THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF   |
| PROPOSAL FORM/PROPOSAL FORM.   |
|  |
| OFFERER: THE EDUSOURCE CORPORATION   |
| (Name of Corporation)  |
| (Maine of Corporation)   |
| La un la caracter of the Corneration   |
| I, FRANK MEO INA TO certify that I am the Secretary of the Corporation   |
| (Name of Corporate Secretary)  |
|  |
| named as OFFERER herein above; that  |
| ,  |
| FRANK MEDINA I   |
| (Name of person who completed proposal document)   |
| (Name of person who completed proposal document)   |
| the control of the co |
| who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is  |
| acting as  |
|  |
| PRESIDENT  |
|  |
| (Title/Position of person signing proposal/offer document within the corporation)  |
| (Title/Position of person signing proposal/offer document within the corporation)  |
| (Title/Position of person signing proposal/offer document within the corporation)  |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation)  |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
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| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  |
| (Title/Position of person signing proposal/offer document within the corporation) of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by   |
| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  |
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| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  |
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| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  |
| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  CORPORATE SEAL  |
| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  CORPORATE SEAL  |
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| (Title/Position of person signing proposal/offer document within the corporation)  of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  CORPORATE SEAL  |

# Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

| 1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)  |
|--|
| YES or NO  |
| 2. If yes, do you agree to comply with the following federal requirements? (Circle one)  |
| YES or NO  |
| 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.   |
| (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  |
| <ul> <li>(b) Affirmative steps must include:</li> <li>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</li> <li>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</li> <li>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</li> <li>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</li> <li>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</li> <li>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs</li> <li>(1) through (5) of this section.</li> </ul> |
| Print name of authorized representative FRANK MEDINA TO  Signature of authorized representative To K. W.   |
| Date 4 24 17   |

#### FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to

| Chapter 552 Tex Gov't Code proposal and put this COMbupload with your proposal such copy uploaded is to indicate eceives a Public Information statute(s) regarding any claim of solicited product or service Attorney General shall make the TIPS is confidential and exem   | PLETED form as a cover ubmission. (You must include which material in your particular Request.) Education Service of confidentiality and shall may be deemed as public in the final determination when | sheet to said mand the confidence of the confide | aterials then ential informate you deem con a and TIPS or any release er Chapter 55. | scan, name "CONFIDENT ion in the submitted proposal fidential in the event the Dist will follow procedures of conof information required by late 2 Tex Gov't Code. The Officential in the Code. | TIAL" and<br>as well,<br>rict<br>trolling<br>w. Pricing<br>ce of Texas |
|--|--|--|--|---|--|
| DO NOT desire to expressle the competitive procurement with our response to Education classify and deem confidential confidential treatment of the expression of the expressio | nt process (e.g. RFP, CSP, F<br>n Service Center Region 8 a<br>under Texas Gov't Code S  | Bid, RFQ, etc.)<br>and TIPS. The a   | by completing attached conta   | the following and submitting<br>ins material from our proposa   | g this sheet   |
| Name of company claiming   | confidential status of ma  | aterial  |  |   | _  |
| Printed Name, Title, and Si  | gnature of authorized con  | mpany officer  | claiming con   | fidential status of material  |  |
| Address  | City   | State  | ZIP  | Phone   |  |
| ATTACHED ARE COPIES  | S OFPAGES O  | F CONFIDEN   | ITIAL MAT  | ERIAL FROM OUR PROI   | POSAL  |
| Express Waiver: I desire to within our response to the collowing and submitting the  | ompetitive procurement p   | process (e.g. R  | FP, CSP, Bi  | d, RFQ, etc.) by completin  | ontained<br>g the  |
| THE EQU-SOURCE<br>Name of company expressly  | CORPORATION y waiving confidential sta   | atus of materia  | .1   |   | _  |
| FRANK MEDINA I<br>Printed Name, Title, and Si  |  | 21   | 101  | iving confidential status of  | _<br>material  |
| 10333 DEZAVALA PA  | STELLY SAW AUT   | TONIO TX   | 18249  | 210,699.4261  | <u> </u>   |
| Address  | City   | State  | ZIP  | Phone   |  |

#### **CONFLICT OF INTEREST QUESTIONNAIRE**

FORM CIQ

| For vendor doing business with local governmental entity   |                 |
|--|-----------------|
| This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.  | OFFICE USE ONLY |
| This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).   | Date Received   |
| 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 vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  |                 |
| A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.   |                 |
| 1 Name of vendor who has a business relationship with local governmental entity.   |                 |
| THE EDU-SOURCE CORPORATION   |                 |
| 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 on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)   |                 |
| Name of local government officer about whom the information is being disclosed.  |                 |
| NIA  |                 |
| Name of Officer  |                 |
| Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.  A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  Yes  No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?  Yes  Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or |                 |
| other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.  |                 |
| Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).   |                 |
| Signature of vendor doing business with the governmental entity  | N7              |



#### South Central Texas Regional Certification Agency

Your unified certification source www.sctrca.org

January 7, 2016

Frank Molina
The Edu-Source Corporation
P.O. Box 691948
San Antonio, TX 78269

Dear Frank Molina:

We are pleased to inform you that your application for certification in our Small, Minority, Woman, African American, Veteran, and Disabled Individual Business Enterprise (S/M/W/AA/V/DI) Program has been approved. Your firm met the requirements of SCTRCA Standards and is currently certified as a:

#### \*ESBE HABE MBE SBE

Certification Number: 216015664

Certification Renewal: January 31, 2018
Certification Expiration: January 31, 2018

Providing the following products or services:

NAICS-423210: SCHOOL FURNITURE MERCHANT WHOLESALERS

On the two year anniversary date of your certification, you are required to provide a renewal application affirming that no changes have occured affecting your certification status. The SCTRCA will send you a Certification Renewal reminder sixty (60) days prior to your expiration date. The SCTRCA will no longer include a certificate upon certification renewals. Your expiration date is January 31, 2018.

Please notify this office within **thirty (30) days** of any changes affecting the size, ownership, control requirements, or any material change in the information provided in the submission of the certification application. Thank you in advance.

Sincerely,

Danielle Olukotun, Interim Director

3201 Cherry Ridge Dr., Building C, Suite #319 San Antonio TX 78230

Phone: (210) 227-4RCA (4722)



#### GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority- and woman-owned businesses as HUBs and is designed to facilitate the participation of minority- and woman-owned businesses in state agency procurement opportunities. The CPA has established Memorandums of Agreement with other organizations that certify minority- and women-owned businesses that meet certification standards as defined by the CPA. The agreements allow for Texas-based minority- and women-owned businesses that are certified with one of our certification partners to become HUB certified through one convenient application process.

In accordance with the Memorandum of Agreement the CPA has established with the South Central Texas Regional Certification Agency (SCTRCA), we are pleased to inform you that your company is now certified as a HUB. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at http://www.window.state.tx.us/procurement//cmbl/hubonly.html. Provided that your company continues to remain certified with the SCTRCA, and they determine that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the SCTRCA in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. Note: Any changes made to your company's information may require the SCTRCA and/or the HUB Program to re-evaluate your company's eligibility. Failure to remain certified with the SCTRCA, and/or failure to notify them of any changes affecting your company's compliance with HUB eligibility requirements, may result in the revocation of your company's certification.

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free In Texas at 1-888-863-5881.

#### Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1742875083400
File/Vendor Number: 474824
Approval Date: 07-JAN-2016
Scheduled Expiration Date: 31-JAN-2018

In accordance with the Memorandum of Agreement between the South Central Texas Regional Certification Agency (SCTRCA) and the Texas Comptroller of Public Accounts (CPA), the CPA hereby certifies that

#### THE EDU-SOURCE CORPORATION

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate, printed 21-JAN-2016, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the SCTRCA's program, you must immediately (within 30 days of such changes) notify the SCTRCA's program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the SCTRCA's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Cibon

Paul Gibson, Statewide HUB Program Manager Texas Procurement and Support Services

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.window.state.tx.us/procurement/cmbl/cmblhub.html) or by contacting the HUB Program at 1-888-863-5881 or 512-463-5872.



# Statement of Warranty

The Interior System Inc. standard manufacturer warranty for all products sold hereunder will be free from material defects in workmanship and materials under normal use and service for a period of 7 years; 10 years on Steel Supports, Fiberglass Products, Chair frames, and Solid surface. 1 year on Fabric and Upholstered products. The SICO Inc. standard manufacturer includes a Lifetime warranty on welds and 15 years on other components. All warranties go into effect from the date of delivery of products to the delivery point. Scratches, nicks and dents are to be considered normal wear and tear and are not the responsibility of the manufacturer.

There is NO WARRANTY in cases of negligence, abuse, abnormal usage, misuse, accidents, normal wear and tear, damage due to environmental or natural elements, failure to follow Interior System Inc.'s and SICO Inc.'s instructions or improper installation, storage or maintenance. Interior System Inc.'s and SICO Inc.'s sole and exclusive obligation under this warranty (and the Owner's sole and exclusive remedy), shall be, upon prompt written notice by the Owner during the Warranty Period of any breach, to either, at Interior System Inc.'s and SICO Inc.'s option, repair or replace without charge, F.O.B. destination, any defective product or part thereof expressly warranted herein by Interior System Inc. and SICO Inc. against defects and found by ISI and SICO in its sole discretion to be defective and covered by this Warranty.

WE BRING IT ALL





# WE BRING IT ALL TOGETHER

The Edu-Source Corporation's (Edu-Source) goal is to aide, support and promote your school district's food service department by "creating atmospheres that inspire."

We do this by understanding the importance of turn-key design concepts, tailored solutions for each school and bridging the gap between possibilities and implemented federal food program funding opportunities. We believe our proven expertise and product offerings will provide game-changing strategies within your food program coupled with cutting-edge, modern atmospheres that you, your students and community will love.

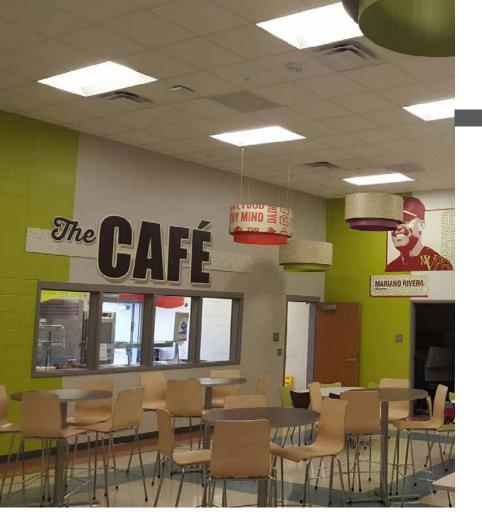
From concept planning to installation, our highly-qualified team, stream-lined project management, cost effective solutions and in-depth knowledge of the Food Service Program, enable us to be the only qualified choice to transform your cafeteria into an atmosphere that inspires. We bring it all together!

# EXPERIENCE THE EDU-SOURCE DIFFERENCE

What makes us different from other competitors are the four pillars of service we stand by:

- 1. We bring it all together
- 2. We bring high-quality customer service and expertise
- 3. We implement the next generation of food service solutions
- 4. We employ game-changing strategies and analytical capabilities







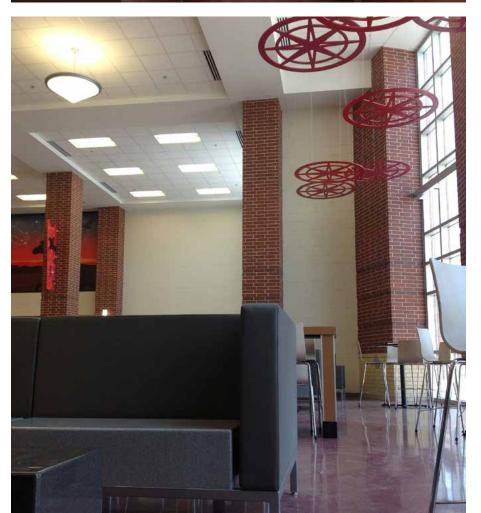


# TAILORED FOOD SERVICE PROGRAM SOLUTIONS

We offer tailored solutions to meet our customer's time lines, budgets and expectations. We offer techniques and activities for building student excitement to anchor success. Due to our indepth knowledge and company tenure we offer solutions that will promote fluency and help navigate any policy and budget challenges within the federal food program policy and Texas regulations. Our local presence provides real-time access to a wide array of expertise and project monitoring which allows for visibility for key milestones. We also bring advanced analytics to increase revenue, student experience and nutritional value. Our multi-year planning strategies align current budgets with future investment program goals. Knowing that financial sustainability is crucial we help identify pathways for budget cycle independence and tie in ways to help drive student participation.







# EXCLUSIVE MANUFACTURE PARTNERSHIPS

Interior Systems, Inc. (ISI) is an exclusive turn-key manufacturer for Edu-Source providing creative product, interior design, custom artwork, project management, delivery and installation in the state of Texas and Oklahoma. Our exclusive partnership with ISI focuses on creating captivating, inspiring atmospheres that adhere to each school's time-frame and budget. The Edu-Source team will coordinate logistics for all phases and exercise leadership during your entire project phase.



think, create, build,







# SERVICES AND PRODUCTS THAT INSPIRE

We understand that your goal is to expand the nutritional and social value for each student in your district and surrounding community, yet who says you can't look stylish while doing it? Edu-Source provides services and products designed for the commercial food/restaurant industry rarely offered to schools. Together with our partners we strive to bring solutions that creatively draw students into your cafeteria space while working within your district's budget. Above all, its our mission to provide floor plans designed to inspire students to take pride in their education, school and community.

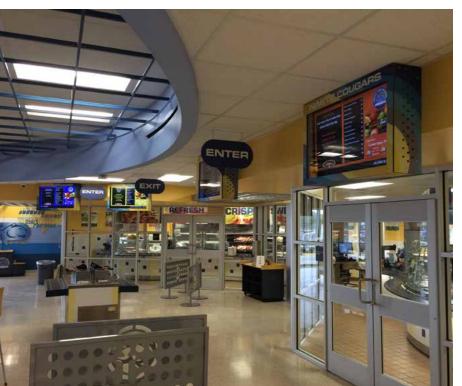






# NEXT-GEN FOOD SERVICE PROGRAM SOLUTIONS

Our services and products do not just "look" smart but integrate the modern technology and functionality. We are constantly researching the newest innovations that bring opportunities that allow for student interface and advanced biometrics for future anticipated food logistics. We help cut the cord on expensive outdated systems and harness the power of cost effective, user-friendly smart-phone/device systems. Our objective is your objective to help save your school district money while also providing the best overall quality experience.



### EXAMPLES OF PRODUCT OFFERINGS

#### QUEUE-LINES

Why settle for boring? You have the vision, we have the design. All of our ISI queue-line products are customized to fit your specific needs and school decor.

















#### MARKETING & BRANDING

Make your school district standout! Working along side our partners, ISI, let us bring to life creative marketing and branding packages that can fit any budget.





















#### ART & DECOR (DINING ROOM)

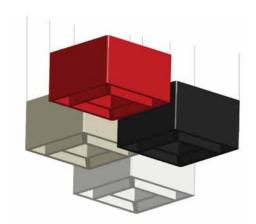
Let us connect you to customized options that will captivate students, drawing them to the cafeteria. ISI's marketing elements promote school spirit, inspire and motivate students to reach for the stars!





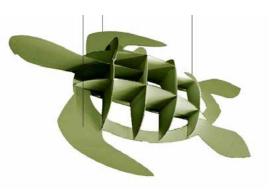


















#### ART & DECOR (SERVING LINE)

Having trouble getting students to the serving line? Our exclusive design partners focus on getting kids motivated to eat healthy. State-of-the-art restaurant grade graphics will not only capture their attention but assist in marketing your program.







G GALLEY GRILL



























#### SPECIALTY ITEMS

Thinking outside the box is what we do. Want something no other school district in your area or even state may have? Ask us how we can help! Check out these most recent ISI specialty items:







FOOD TRUCK SERVING LINE









**COMING SOON: FOOD BUS CONCEPT** 

#### OUTDOOR

We have solutions to increase cafeteria participation. The outdoor products we offer not only maximize seating but are stylish and durable for the outdoors.



## EXAMPLES OF PRODUCT OFFERINGS

#### FURNITURE (CHAIRS)

Modern, luxury, sleek: all words that usually don't go with school cafeteria. Yet our HUGE selection and exclusive partnerships offer options NO OTHER company can bring to you. Remodel your cafeteria with a layout even a modern restaurant will envy! Please look at a sampling of a few options we have.





### EXAMPLES OF PRODUCT OFFFRINGS

#### FURNITURE (TABLES, MOBILE FOLDING)

Looking for standard mobile folding or customized tables? Look no further, we have it all. Ask to see the variety of table possibilities we offer while working along side our partner SICO America and our exclusive partner Interior Systems, Inc.



#### WE BRING IT ALL TOGETHER!

The options are endless when you choose Edu-Source for your cafeteria needs. Here is just a snapshot of some possibilities.

























## PHOTO GALLERY

# RECENT PROJECTS THAT INSPIRE

Many companies can offer their concepts but here at Edu-Source we pride ourselves in bringing all your "dreams" to life! Backed by our partners, who work in the commercial restaurant industry and our years of experience with the school food service programs we are the perfect choice in blending fresh modern styles and functionality within any budget. Please take a look at some of our most recent projects.

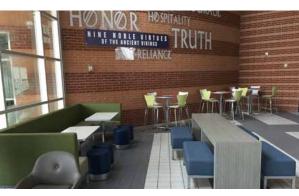






























#### **Breakfast In the Classroom Bag Specs**

2017

#### LARGE BLUE BAG: COLD ITEMS

- Exterior Size: 13"D x 10"W x 14"H (approximately)
- Lid: Opens on top with #8 zipper (Velcro closure flaps, shown below at additional cost)
- Material: 30GA Vinyl exterior with 1" nylon binding. Interior is an 18oz. industrial grade liner that is antimicrobial and seamless. Handles are made of 1–1/2" Polypro Webbing.
- **Insulation:** ½" polyurethane foam
- Clear window: Top of bag approximately 9 x 10
- **Logo:** ISD Logos capabilities available are silk-screening, high end heat transfers and embroidery (for additional cost)













# Breakfast In the Classroom Bag Specs

2017

#### **SMALL RED BAG: HOT ITEMS**

- Exterior Size: 9"D x 12"W x 11"H (approximately)
- Lid: Opens on top with #8 zipper (Velcro closure flaps shown at additional cost)
- Material: 30GA Vinyl exterior with 1" nylon binding. Interior is an 18oz. industrial grade liner that is antimicrobial and seamless. Handles are made of 1–1/2" Polypro Webbing.
- Insulation: 1/2" polyurethane foam
- **Logo:** ISD Logos capabilities available are silk-screening, high end heat transfers and embroidery (for additional cost)

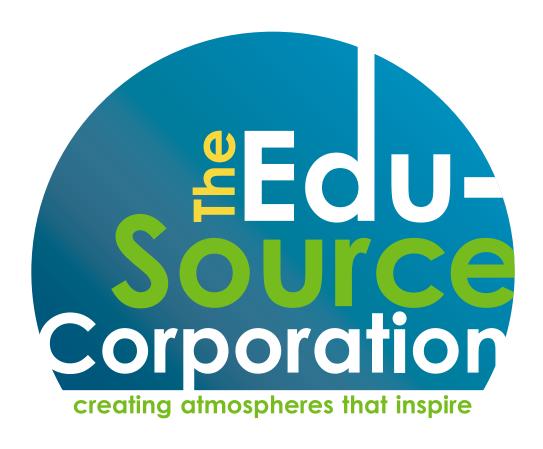












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