

TIPS VENDOR AGREEMENT

Between Berry Dunn McNeil & Parker, LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 170602 Consulting and Other Related 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 (RFP, RCSP, RFQ) 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 TIPS 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.

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 should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

If applicable, 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. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

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 all applicable statutes and codes.

Agreements for purchase will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agent(s) of the purchasing TIPS Member.

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.

Assignments of Agreements

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

Disclosures

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
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 related solicitation as specified on page one of this agreement. 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 AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments (If Applicable)

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 the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

The Vendor or, if applicable, the vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment

tracking number or pertinent information for verification of TIPS Member 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 or the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

Pricing

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available from the vendor to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member 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 agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to TIPS Members utilizing a TIPS awarded contract. 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 records 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 or sales made to TIPS Members 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, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

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, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members 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 agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS 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 otherwise).

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Supplemental Agreements

The TIPS Member 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.

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.

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.

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 assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (Only 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 TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS 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 and approval of which, shall not be unreasonably withheld by TIPS.

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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this 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 three (3) years 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. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

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.

Acceptance of work by TIPS Member

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

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 Solicitation, Request for Proposals, Request for Qualifications 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.

See next page

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 orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
 - **Promotion of Agreement:** 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 breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** 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 two (2) business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1st of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170602 Consulting and Other Related Services

Company Name Berry Dunn McNeil & Parker, LLC

Address 100 Middle Street

City Portland State ME Zip 04101

Phone (207) 541-2294 Fax (207) 541-2294

Email of Authorized Representative csnow@berrydunn.com

Name of Authorized Representative Charles Snow

Title Prinicpal


Signature of Authorized Representative 

Date July 31, 2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date August 24, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact	
Phone	(903) 575-2689	Department		Department	
Fax		Building		Building	
Bid Number	170602 Addendum 1	Floor/Room		Floor/Room	
Title	Consulting and Other Related Services	Telephone	(866) 839-8477	Telephone	
Bid Type	RFP	Fax	(866) 839-8472	Fax	
Issue Date	6/1/2017 09:00 AM (CT)	Email	bids@tips-usa.com	Email	
Close Date	7/31/2017 03:00:00 PM (CT)				

Supplier Information

Company	Berry Dunn McNeil & Parker, LLC (BerryDunn)
Address	100 Middle Street Portland, ME 04101
Contact	Tim Masse
Department	
Building	
Floor/Room	
Telephone	(207) 775-2387
Fax	
Email	rfps@berrydunn.com
Submitted	7/31/2017 01:18:13 PM (CT)
Total	\$0.00

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

Signature Chad Snow

Email csnow@berrydunn.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	N/A
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.)	<p>BerryDunn is a national consulting and certified public accounting firm with experience in all 50 states and Canada. Our Government Consulting Group is dedicated to independently serving state, municipal, and quasi-governmental agencies, as well as colleges and universities. We have a full complement of consulting services including:</p> <ul style="list-style-type: none"> Strategic Technology Planning System Selection Consulting System Implementation Project Management Quality Assurance and Independent Verification and Validation Assessments Business Process Review Mapping and Improvement Fee Studies IT Assessments Organizational and Staffing Assessments Compliance Assessments Risk Assessments Penetration Test Vulnerability Scans GRC Strategy Cyber Threat Intelligence Financial Management Forensic Audits Programmatic Audits Financial Audits 3rd Party Billing Review IT Service Management Data Management and Governance Organizational Change Management

6	Primary Contact Name	Primary Contact Name	Chad Snow
7	Primary Contact Title	Primary Contact Title	Principal
8	Primary Contact Email	Primary Contact Email	csnow@berrydunn.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	207-541-2294
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	N/A
12	Secondary Contact Name	Secondary Contact Name	Dacey Wesley
13	Secondary Contact Title	Secondary Contact Title	New Business Development Specialist
14	Secondary Contact Email	Secondary Contact Email	dwesley@berrydunn.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	207-842-8079
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jennifer Anthony
19	Admin Fee Contact Email	Admin Fee Contact Email	Janthony@berrydunn.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	207-541-2333
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Chad Snow
22	Purchase Order Contact Email	Purchase Order Contact Email	csnow@berrydunn.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	207-541-2294
24	Company Website	Company Website (Format - www.company.com)	http://www.berrydunn.com/
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	01-0523282
26	Primary Address	Primary Address	100 Middle Street
27	Primary Address City	Primary Address City	Portland
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Maine
29	Primary Address Zip	Primary Address Zip	04104

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.)	Strategic Technology Planning System Selection Consulting System Implementation Project Management Quality Assurance and Independent Verification and Validation Assessments Business Process Review Mapping and Improvement Fee Studies IT Assessments Organizational and Staffing Assessments Compliance Assessments Risk Assessments Penetration Test Vulnerability Scans GRC Strategy Cyber Threat Intelligence Financial Management Forensic Audits Programmatic Audits Financial Audits 3rd Party Billing Review IT Service Management Data Management and Governance Organizational Change Management
31 Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32 Yes - No	Certification of Residency (Required by the State of Yes Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33 Company Residence (City)	Vendor's principal place of business is in the city of?	Portland
34 Company Residence (State)	Vendor's principal place of business is in the state of?	Maine

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (No Response Required) (Questions 36 - 37) 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."
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable? No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.
39	Pricing Information:	Pricing information section. (Questions 39 - 42) (No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. 0%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. The Vendor fee percentage or as specified or designated in the RFP document is agreed. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member. (No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work? No

44	Start Time	Average start time after receipt of customer order is ____ working days?	30
45	Years Experience	Company years experience in this category?	43
46	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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	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
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
50	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 requirement?	No
51	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	No
52	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.	Yes
53	Regulatory Standing	Regulatory Standing explanation of no answer.	

54 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies,

including suspension and / or debarment.

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

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.

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, 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.

- 58 2 CFR PART 200 Contract Provisions Explanation (No Response Required)
- 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.
- 59 2 CFR PART 200 (A) Contracts Yes
- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
- Does vendor agree?
- 60 2 CFR PART 200 (B) Termination Yes
- Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
- Does vendor agree?

61	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>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.</p> <p>Does vendor agree?</p>	Yes

64	2 CFR PART 200 Federal Rule (12)	<p>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)</p> <p>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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
65	2 CFR PART 200 Procurement of Recovered Materials	<p>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</p> <p>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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

66 Indemnification

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

Yes

67 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

68 Remedies Explanation of No Answer

69	Choice of Law	<p>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.</p> <p>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?</p>	Yes
70	Jurisdiction and Service of Process	<p>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.</p> <p>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?</p>	Yes
71	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
72	Alternative Dispute Resolution Explanation of No Answer		
73	Infringement(s)	<p>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 attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

74 Infringement(s) Explanation of No Answer

75 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?

No

76 Acts or Omissions Explanation of No Answer

BerryDunn has a robust professional liability policy for acts or omissions of BerryDunn, our agents, employees and subcontractors. This policy contains language within it that states that it will not apply if BerryDunn takes on additional liabilities under contract, such as the agreement to indemnify. In order to help ensure that our clients have the protection of this policy, we ask to remove indemnification language as it relates to professional services.

77 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.

Yes

78 Payment Terms and Funding Out Clause

Payment Terms:
TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) 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?

79 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 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.

81 Solicitation Deviation/Compliance

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

- 82 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.
- 83 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 84 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

Line Items

Response Total: \$0.00

REFERENCES

Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
City of Alexandria, Virginia	La'Keisha Kennedy-Flores, Director, Reimbursement	lakeisha.flores@alexandriava.gov	(703) 746-3461
Glynn County, Georgia	John Catron, IT Manager	jcatron@glynncounty-ga.gov	(912) 554-7154
City of Philadelphia, Office of Innovation &	Saurabh Shah, Project Manager	Saurbh.shah@phila.gov	(215) 686-8116
Johnson County Community College	Barbara A. Larson, Ed. D., Executive Vice President, Finance and Administrative Services	barbaral@jccc.edu	(913) 469-7676
Community College System of New Charles Ansell, Associate Vice Chancellor of Finance and Strategic Planning	Charles Ansell, Associate Vice Chancellor of Finance and Strategic Planning	cansell@ccsnh.edu	(603) 230-3509
City of West Jordan, Utah	Michael Oliver, IT Manager	michaelo@wjordan.com	(801) 569-5114
City of Sioux Falls, South Dakota	Tom Huber, Assistant Finance Director	thuber@siouxfalls.org	(605) 367-8860

RFP 170602 Consulting and Other Related Services

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.

Berry Dunn McNeil & Parker, LLC

100 Middle Street, Portland, ME 04101

Name/Address of Organization

Charles Snow, Principal

Name/Title of Submitting Official



Signature

July 31, 2017

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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 must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or 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: Charles Snow
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: _____

OR

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official:  _____

OR

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): _____

You may attach another sheet

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

RFP 170602 Consulting and Other Related Services

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Berry Dunn McNeil & Parker, LLC
(Name of Corporation)

I, David Erb certify that I am the Secretary of the Corporation
(Name of Corporate Secretary)

named as OFFERER herein above; that

Charles Snow
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Principal
(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 if available

David Erb
SIGNATURE

July 20, 2017
DATE

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.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Berry Dunn McNeil & Parker, LLC

Print name of authorized representative Charles Snow, Principal

Signature of authorized representative 

Date July 31, 2017

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 or other law(s), you **must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Name of company claiming confidential status of material

Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL
RFP 170602 Consulting and Other Related Services

Express Waiver: I desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS.

Berry Dunn McNeil & Parker, LLC

Name of company expressly waiving confidential status of material

Charles Snow, Principal

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

100 Middle Street Portland ME 04101 (207) 541-2294
Address City State ZIP Phone

RFP 170602 Consulting and Other Related Services

BerryDunn Proposed Services

Service Provided	Description
Strategic Technology Planning	<p>Our strategic planning experts have the experience to lead technology planning initiatives, determine strategic vision, gain consensus among diverse stakeholder groups, and develop actionable plans.</p> <p>BerryDunn helps clients develop a Strategic Technology Plan that provides a technology vision and roadmap for making decisions, guiding standards, setting budgets, and driving future funding efforts. Our team works collaboratively with the administration, IT (Information Technology) department, and other key stakeholders to set strategic direction, identify objectives, and sequence projects, to respond to both urgent needs and initiatives with multi-year planning horizons.</p>
System Selection Consulting	<p>BerryDunn's system selection and planning team helps our clients identify, purchase, and implement the right system the first time to avoid unnecessary replacements or upgrades.</p> <p>Every project begins with an analysis of client needs and options for addressing those needs, including existing and emerging technologies. We develop requests for proposals, system requirements, and demonstration scripts, then we help to facilitate demonstrations for clients and stakeholders. BerryDunn consultants also lead site visits, facilitate interface design sessions, and negotiate contracts. Our method helps clients assess their alternatives, and we offer our experience in contract review and negotiations to support clients through the selection process start to finish.</p>
System Implementation Project Management	<p>When planning for new technology, clients can benefit from our collaborative decision-making process in developing the project timeline, implementation strategy, data conversion decisions, and establishing team membership. Drawing from our experience, we know what is realistic and achievable, and share this knowledge and perspective with our clients to pave way for a smooth implementation.</p> <p>We understand that involving stakeholders throughout the planning process increases stakeholders' ownership and buy-in. BerryDunn's IT and project management experts help clients in the following ways:</p> <ul style="list-style-type: none"> • Build consensus among stakeholders • Provide ongoing project monitoring • Present monthly status reports • Attend monthly executive team meetings • Provide configuration and analysis support • Perform User Acceptance Testing (UAT) • Assist with training oversight • Assess Go-Live readiness
Quality Assurance and Independent	<p>BerryDunn has the expertise to provide Quality Assurance, IV&V, and independent "project health assessment" services for a broad range of</p>

Service Provided	Description
Verification and Validation Assessments	<p>systems projects. Depending on the size and scope of the implementation, our IV&V/QA services have ranged from point-in-time assessments to a full-time multidisciplinary role.</p> <ul style="list-style-type: none"> • Traditional IV&V monitors daily activities of the implementation vendor and client, serving as an independent third-party assessment to evaluate issues and risks to the projects. • Point-in-time IV&V consists of a preliminary IV&V assessment of a project, followed by three IV&V assessments after the completion of each development phase. • Independent project health assessments evaluate IT projects spanning multiple agencies or departments to assess whether they are on track, progressing according to business and technical objectives, being managed with best practices, and utilizing appropriate control processes and systems. • Oversight of project recovery efforts assist "at risk" or "failing" projects to help rebuild team morale and bring projects back on track. • Independent reviews identify potential project risks, provide a neutral perspective of the project plans and contract, and evaluate organizational readiness. • Software testing, code review, and system architecture assessment review system test results, plan and conduct user acceptance testing, assess software code quality, and determine soundness of system structure and security and privacy controls. <p>A core tenant of effective IV&V and QA is the philosophy that software defects and project challenges can be avoided through the use of third-party assistance to independently verify and validate the systems and project decisions. We focus on identifying potential deficiencies in the design, development, or implementation services and products, and address them before they occur—prevention versus detection.</p>
Business Process Review Mapping and Improvement	<p>Using a comprehensive business process mapping approach developed by BerryDunn, we guide our clients through business process design, analysis, and improvement efforts, based on client needs in conjunction with system evaluations and replacement. Collaboration is central to this approach, which builds consensus among project stakeholders and helps to proactively identify opportunities and risks.</p>
Fee Studies	<p>Using methodology that is reasonable, equitable and proportional to the services or benefit being rendered, our team has developed user fees for our clients. We approach the fees from a full-cost recovery standpoint. We help the client determine the direct costs through analysis of time, motion, and frequency of services being rendered. We analyze indirect or internal</p>

Service Provided	Description
	<p>services that support the primary or direct services. We also work to determine which fees require flat fees due to their ministerial nature.</p> <p>User fees will be set at full-cost recovery and in accordance with the Office of Management and Budget Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments.</p>
IT Assessments	<p>Given our objectivity, our team is regularly called upon to conduct independent assessments of IT projects and initiatives. Whether it be an assessment of an IT department's organization or a feasibility study of future technology needs, we help clients realize the most effective implementations and establish ongoing support for staff and infrastructure. We also assess how well existing software, infrastructure, and systems are meeting client needs and whether changes are warranted.</p>
Organizational and Staffing Assessments	<p>Depending on our client's needs, our team can use its proven methodology to assess project health related to cost, schedule, scope, risks, quality, and readiness. Our experience includes leading project health assessments and independent reviews to determine if projects are achieving their objectives and key performance indicators (KPIs). The assessments can be done at certain points or throughout the project lifecycle. These assessments will provide our clients with confidence that the project approach is sound and appropriate.</p>
Compliance Assessments	<p>We assist clients with a variety of compliance reviews, including the following:</p> <ul style="list-style-type: none"> • Gramm-Leach-Bliley Act (GLBA) • Health Insurance Portability and Accountability Act (HIPAA) security and privacy reviews • VISA Payment Card Industry (PCI) standards • System and Organization Controls (SOC) • Statement on Standards for Attestation Engagements (SSAE) No. 18 • National Institute of Standards and Technology (NIST) 800-171
Risk Assessments	<p>Our professionals can conduct full enterprise risk assessments or more specific risk assessments as they relate to specific business segments or projects. Our assessments help clients provide stakeholders with reasonable assurance that organization objectives will be achieved, opportunities will be identified and seized, and future risk response decisions will be appropriate.</p> <p>We work with our clients to consider strategic, financial, operational, compliance, and knowledge management risks across all departments and functions within the organization. The program can also be applied at a department, business function (e.g., technology or similar operational area), or at a project level. We emphasize planning and collaboration so that organizations get the most out of our services.</p>

Service Provided	Description
Penetration Test	<p>BerryDunn performs both internal and external penetration testing on behalf of our IT security clients. During internal testing, BerryDunn attempts to exploit discovered vulnerabilities and obtain access to protected information. This test determines how well the security controls protect assets from a direct attack.</p> <p>External penetration testing takes place during dates and times mutually agreed upon. From an external location, the BerryDunn testing team performs vulnerability scans and penetration testing upon the Internet-accessible IP ranges provided by the client.</p> <p>During all penetration testing, we recommend that our clients monitor their network defenses (firewalls, SIEMs, IDS/IPSs) to determine how effective those systems are in detecting and alerting personnel that an attack is taking place. Because such systems are difficult to configure and maintain, this type of testing is an opportunity to test their effectiveness.</p>
Vulnerability Scans	<p>BerryDunn works with our clients to conduct vulnerability assessments of the security structure of network devices (including routers, firewalls, and intrusion detection systems), servers, databases, and workstations to identify security risks. Through extensive training, association affiliations, and Internet resources, we remain current on known network vulnerabilities, and employ a structured methodology based on established standards including (but not limited to) COBIT, COSO, NIST, ISO17799, and ISACA.</p>
GRC Strategy Services	<p>BerryDunn offers a full suite of GRC strategy services to help oversee and manage risk and compliance across the organization. BerryDunn’s GRC strategy framework takes into account our client’s risk strategy based on its business objectives, risk tolerance and treatment, investments and operating model to determine the overarching risk landscape. Our strategic solutions integrate people, process, and technology by leveraging GRC for the following:</p> <ul style="list-style-type: none"> • Vulnerability and penetration testing • Security controls monitoring and testing • Secured information management activities <p>We design and deliver specific GRC functions and processes such as the following:</p> <ul style="list-style-type: none"> • Continuous monitoring practices • Compliance function enhancement • Information Assurance process transformation <p>We work with the organization’s strategic enablers such as people, processes, and technology to do the following:</p> <ul style="list-style-type: none"> • Implement sustainability • Develop and perfect security frameworks • Establish governance through control identification and optimization

Service Provided	Description
	<p>Through these tasks, BerryDunn aims to reduce long-term risk exposure, align event response to business processes, and reduce disruption to the organization.</p>
<p>Cyber Threat Intelligence</p>	<p>BerryDunn’s Cyber Threat Intelligence services can help organizations create a robust threat intelligence program. Through the use of a requirements-based approach, BerryDunn will do the following:</p> <ul style="list-style-type: none"> • Identify sources of intelligence • Identify ways in which intelligence will be used • Define roles and responsibilities for collection and assessment • Establish distribution rules for sharing threat intelligence across the organization. <p>BerryDunn helps organizations identify threat intelligence feeds that deliver long-term value and knowledge. We ensure that threat intelligence is relevant to the organization, effective, authoritative, and actionable.</p>
<p>Financial Management</p>	<p>For the past 15 years, BerryDunn’s Financial Management Practice within our Government Assurance Group has assisted our clients in developing new strategies to reduce costs, increase revenues, and meet performance measures for administering government programs. This dedicated practice is committed to understanding fiscal regulations, federal guidelines, industry best practices, and common difficulties that city, county, and state agencies face.</p>
<p>Forensic Audits</p>	<p>More than 90% of today’s information is created or stored electronically; more than 70% of all electronically stored information (ESI) is never printed. Our experts can work with clients to uncover the ESI that organizations need. We conduct proper and thorough forensic examinations of computers and storage media devices. Recovered data may be provided to attorneys, investigators, courts, businesses, and individual clients.</p>
<p>Programmatic Audits</p>	<p>Having performed eight programmatic audits of four state-based marketplaces in the last three years, BerryDunn has developed a robust audit approach that incorporates review of program and system data and documentation, as well as in-person meetings to review and observe program processes in real time. This includes an examination of the full program integrity lifecycle as follows:</p> <ul style="list-style-type: none"> • Reviewing internal controls and processes to promote effectiveness, efficiency, integrity, transparency, and accountability • Assessing the client’s monitoring and reporting activities • Sampling the performance of and adherence to established controls
<p>Financial Audits</p>	<p>Public sector agencies encounter various challenging accounting and regulatory issues that require significant relevant experience. We help our clients address these issues by developing collaborative relationships built</p>

Service Provided	Description
	<p>on trust and open communication. We strive to keep our clients up-to-date on current and emerging developments in their environment.</p> <p>Our rigorous audit methodology and quality assurance process means our clients feel confident our findings will reduce their risk profile. The majority of our clients are public or non-profit agencies, and we are thoroughly accustomed to successfully respecting their resources and design for tight, predictable budget outcomes.</p>
Third-Party Billing Review	<p>BerryDunn assists in the review of time and material invoices and hosting service invoices submitted by the system integrator for our clients. We perform the following services:</p> <ul style="list-style-type: none"> • Assess the reasonableness and accuracy of reported time and reimbursable expenses charged on the time and material invoices • Assess the compliance of reported labor hours by each role charged on the change request invoices • Verify the accuracy of billed amounts on the hosting service invoices and whether the agreed-upon service levels were met during the invoice month
IT Service Management	<p>Many of our projects include assessing and/or designing IT service delivery models and supporting technologies. BerryDunn helps clients optimize their technology investments and resources to improve service design and delivery, operational efficiency, and customer service.</p> <p>As a result of our collaborative project approach, our clients are better positioned to plan, communicate, organize, and deliver IT services, and manage the costs of providing these services. Our services are grounded in industry best practices and designed to advance the client's overall mission, vision, goals, and strategy.</p>
Data Management and Governance	<p>BerryDunn assists clients with data management, often as part of an enterprise system selection and implementation. Data management questions that we help clients address, in planning for new enterprise systems, include the following:</p> <ol style="list-style-type: none"> a. Conversion and data migration – what data do you bring over into new system(s) and what data do you leave behind? b. Interfaces and integrations – how is your current data structured and how will it connect with new enterprise system(s)? c. Storage, retention, and archiving – what are the client's policies and practices and how will these be defined for new system(s)? d. Data stewardship – which individuals are responsible for promoting appropriate use of data through planning, policy and protocols?

Service Provided	Description
	<ul style="list-style-type: none"> e. Data governance – how can the client mitigate important risks associated with the storage and management of data? f. Data analytics – how can the client improve their data reporting and outcomes? <p>BerryDunn helps clients identify and document specific information about their data, including: where it resides, its structures, its quality, and who has data access and responsibility. Our services can include the development of a data catalog, data inventory, and data quality analysis.</p> <p>Our services also include providing assistance in the development of a data governance structure that can support the client’s immediate and long term data management needs. Data governance assists in maintaining data integrity, controlling access, and securing data storage for the client’s data assets. Effective data governance relies on data management, whereby an organization identifies what data exists currently and needs to exist in the future. Effective data governance also defines roles and responsibility for managing data, assigning accountability to specific groups or individuals through a strong data stewardship model.</p>
Organizational Change Management	<p>BerryDunn utilizes Prosci’s proven change management methodology across all of our projects. A central focus of the Prosci change management approach is the belief that, in order for change to work in an organization, individuals must be willing to change and understand change. BerryDunn’s change management methodology for project initiatives involves three key stages:</p> <ol style="list-style-type: none"> 1. Preparing for Change begins with the development of an agreed-upon project work plan, based on input from client stakeholders on the existing environment. 2. Managing Change involves overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan. 3. Reinforcing Change involves evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

Proposal to Provide Consulting Services to The Interlocal Purchasing System (TIPS)



Proposal Submitted by:

Chad Snow, PMP, CFE, Principal
BerryDunn
100 Middle Street
Portland, ME 04104
Phone: 207-541-2200
csnow@berrydunn.com

Proposal Submitted on:

July 31, 2017

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1.0 Cover Letter

July 31, 2017

The Interlocal Purchasing System
4845 US Hwy 271 No
Pittsburg, TX 75686

To Whom it May Concern:

Berry Dunn McNeil & Parker, LLC (BerryDunn) is pleased to submit this proposal to the Interlocal Purchasing System (TIPS) in response to Request for Proposals (RFP) No. 170602 for Consulting and Other Related Services.

BerryDunn is a management and information technology (IT) consulting and certified public accounting firm serving clients nationally. Our consulting group is dedicated to serving state, local, and quasi-governmental agencies, and higher education entities in all 50 states. The following points highlight the strengths BerryDunn's team brings to TIPS members:

- Our team is made up of **highly experienced project managers, consultants, and subject matter experts** who utilize smart practices, draw upon their experiences working with public sector agencies, and bring their extensive knowledge base to projects.
- As an independent consulting firm, we do not sell or develop hardware or software, nor do we partner with systems vendors. This means we will work **only in the best interest of TIPS members**.

As a principal and the leader of BerryDunn's Local Government Consulting Practice Area, I am authorized to commit BerryDunn to the services proposed herein. We have read the RFP and addenda, we understand them, and we agree to the terms and conditions therein. We also agree to comply with the federal regulations in the forms contained in the solicitation document.

Should you have any questions, you may contact me directly at 207-541-2294 or csnow@berrydunn.com. We appreciate the opportunity to submit this proposal and look forward to working with TIPS members.

Sincerely,



Chad Snow, PMP
Principal

2.0 Firm Overview

BerryDunn is a national consulting and certified public accounting firm with experience in all 50 states and Canada. Our Government Consulting Group is dedicated to independently serving state, municipal, and quasi-governmental agencies, with a full complement of consulting services.

Our Government Consulting Group has worked with more than 300 state and local government agencies across the country—including, among others, health and human services, justice and public safety, administration and finance, education, and community development. We assist our clients in the following areas:

- Managing large system modernization projects
- Strengthening and reengineering business processes
- Planning for, procuring, and managing the implementation of complex new systems
- Evaluating and providing guidance related to enterprise architecture, system design, master data management, and data governance
- Identifying and planning for integration and data sharing needs with other systems
- Evaluating and strengthening system security

Within our Government Consulting Group, BerryDunn has separate consulting practice areas dedicated to serving colleges and universities, local government agencies, and state agencies. Each practice area is led by a BerryDunn principal and includes one or more project managers and a team of consultants to serve customer needs. Our principals, project managers, and consulting team members are actively involved in relevant industry conferences and events related to organizations.

BerryDunn's Government Consulting Group will be responsible for providing the services offered to TIPS members in our service catalog. The team is comprised of approximately 120 consultants. Figure A below presents the organizational structure of our Government Consulting Group, as well as the positioning of the five practice areas within that structure.

About BerryDunn



Limited Liability Company
founded in **1974**



Headquartered in **Maine**,
with additional office
locations in Arizona,
Connecticut, Massachusetts,
New Hampshire, and West
Virginia

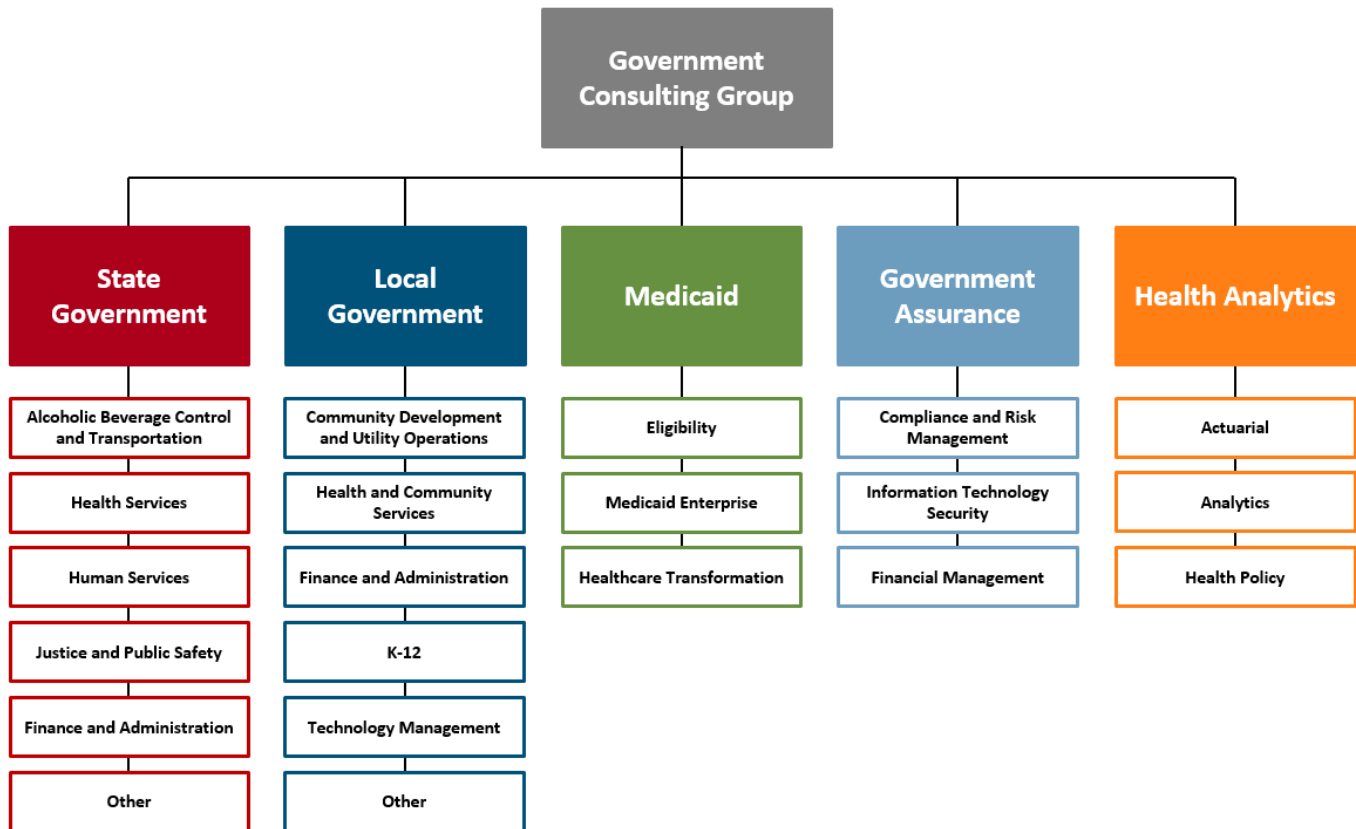


Over **330** employees, with
steady growth over the past
43 years



Government Consulting
Group with more than **120**
consultants engaged in
similar contracts

Figure A: Firm Organizational Structure



The following points highlight BerryDunn’s qualifications as they relate to the services sought by the TIPS members:

- Deep Bench of Experienced Consultants.** BerryDunn employs approximately 120 full-time consultants in our Government Consulting Group—including 30 certified Project Management Professionals (PMPs), 16 certified Prosci® Change Management Practitioners, 15 certified Six Sigma Green Belts, 12 consultants certified by ITIL in IT Service Management, 7 Certified Associates in Project Management (CAPMs), and 5 Certified Information System Security Professionals (CISSPs). These certifications are backed by years of hands-on experience in project management, business analysis, systems security, process improvement, change management, and system implementation.
- Independence and Objectivity.** To provide truly objective consulting services to public sector clients, BerryDunn does not sell or develop hardware or software. In addition, we maintain independence from hardware and software vendors and system integrators.

We take the quality of our work seriously and aim to exceed our clients’ expectations of the quality and timeliness of our communications, service delivery, and final work products. We strive to assure quality by understanding client expectations, developing a reasonable and

achievable project approach, gaining client concurrence on project tasks and timing, and using appropriate staff for each engagement.

97% of BerryDunn clients reported satisfaction with their most recent experience, citing that our collaborative approach, expertise, knowledge, and innovative ideas improved their organization's performance.

BerryDunn's Government Consulting Group conducts projects ranging from short-term \$10,000 projects to multi-year, multi-million dollar engagements. Our customers include both smaller organizations and larger entities. All BerryDunn projects are managed by the assigned project principal, who has overall responsibility for our contractual relationship with the customer, oversees the quality of services provided, and works in collaboration with the designated BerryDunn project manager to ensure that customer needs are being met and exceeded.

275+

state and local government clients

110+

consultants dedicated to working with government clients

70%

of local government consultants have prior public sector experience

30+

years of partnering with public sector organizations

All

regions of the United States

3.0 Our Approach and Tools

3.1 Project Management Approach

For the day-to-day management and undertaking of project tasks, we strive to avoid unnecessary delays, ensure quality assurance, enhance productivity, promote collaboration, and minimize barriers to participation. To that end, we employ software familiar to most users. Our standard toolset includes the following:

- ☑ **BerryDunn KnowledgeLink (web-based project document repository):** BerryDunn has established BerryDunn KnowledgeLink, a customized Microsoft SharePoint tool, to secure and share project documentation and facilitate secure online communication and collaboration between BerryDunn and the customer's team. This application contains the ability to maintain online project calendars, maintain lists of project team members and contact information, and serve as a repository for documents created throughout the engagement.
- ☑ **Microsoft Word and Excel:** Most of our deliverables are initially developed using these common software applications.
- ☑ **Adobe Acrobat:** We will provide "final" documents in Adobe PDF format as this format allows documents to be easily shared with project stakeholders without concern that documents have been altered. This transferable file format allows customers to access and read the deliverable documents without having to license specific Microsoft software products.
- ☑ **Microsoft Project:** We use Microsoft Project to develop and maintain project schedules. Where licensing constraints present a barrier, BerryDunn can easily provide an alternative format such as PDF for ease of customer access. In addition, all proposed project managers are familiar with Microsoft Project and using it to manage engagements.
- ☑ **Microsoft PowerPoint:** We use PowerPoint primarily for communicating key information during presentations and training sessions. In addition to displaying the PowerPoint presentation on a display screen, we provide handouts of the presentation for participants.
- ☑ **Microsoft Visio:** We use Visio for the development of flowcharts, organization charts, and business process diagrams, and we typically provide customers with final versions in both Visio and PDF formats.
- ☑ **Teleconference Bridge, Videoconference, and Recording:** BerryDunn provides teleconference and videoconference technology, which allows up to 20 callers to participate in teleconferences and multi-point video conferences.

3.2 Quality Management Approach

Our approach to Quality Management includes the following activities:

- ☑ **Quality Management Planning:** In collaboration with the customer and the firm's business and technical analysts, BerryDunn's project manager will identify quality standards relevant to the project and determine how to satisfy them.
- ☑ **Quality Assurance:** The BerryDunn project manager will evaluate overall project performance and project deliverables on a regular basis to ensure understanding of and compliance with the approved Quality Management Plan, and will work with the customer to eliminate causes of unsatisfactory performance.
- ☑ **Quality Control:** The BerryDunn project manager, in collaboration with firm analysts, will monitor specific project results and deliverables to determine compliance with relevant quality standards.

3.3 Change Management Approach

Our team utilizes Prosci's proven change management methodology across all projects. A central focus of the Prosci change management approach is the belief that in order for change to work in an organization, individuals must be willing to change and understand change. BerryDunn's change management methodology for project initiatives involves the following three key stages:

1. **Preparing for Change** begins with the development of an agreed-upon project work plan, based on input from client stakeholders on the existing environment.
2. **Managing Change** involves overseeing assigned roles and tasks, providing training and coaching, using tools effectively, and executing a clear communication plan.
3. **Reinforcing Change** involves evaluating action plans, reviewing the sustainability of change management activities, and promoting individual and team successes.

We strive to be flexible when it comes to development and execution of an effective project plan. We understand that no two projects are exactly alike and believe that one of the primary reasons we have been successful with similar projects is our willingness to be flexible in adapting to our clients' unique needs. Our team is skilled at leading individuals through the process of preparing for change. This preparedness can provide additional value in future phases of this initiative, as individuals embrace change and become vested in project activities.

4.0 Our Experience

Table 1 below represents cities, counties, and government agencies that BerryDunn has either contracted with in the last five years, or currently has a contract with.

Table 1: Local Government Clients

Albemarle County, VA	City of Long Beach, CA	Fairfax County, VA
Berks County, PA	City of Louisville, CO	Fairfax Falls Church, VA Community Services Board
Blue Valley, KS Unified School District	City of Loveland, CO	Gallatin County, MT
Carroll County, MD	City of Manassas, VA	Gloucester County, VA
Cherry Creek School District (Greenwood Village, CO)	City of Medicine Hat, Alberta, Canada	Glynn County, GA
City of Alexandria, VA	City of Mesquite, TX	Goochland County, VA
City of Allen, TX	City of Midland, TX	Henrico County, VA
City of Benbrook, TX	City of Novato, CA	Lake County, IL
City of Bettendorf, IA	City of Ormond Beach, FL	Loudoun County, VA
City of Bismarck, ND	City of Pearland, TX	Metropolitan Government of Nashville and Davidson County, TN
City of Bloomington, MN	City of Philadelphia, PA	Minnehaha County, SD
City of Boca Raton, FL	City of Port Orange, FL	Mobile County, AL
City of Boulder, CO	City of Prior Lake, MN	Montgomery County Public Schools, MD
City of Buckeye, AZ	City of Rapid City, SD	New Kent County, VA
City of Cambridge, MA	City of Richland, WA	Outagamie County, WI
City of Cedar Hill, TX	City of Santa Fe, NM	Pitkin County, CO
City of Chaska, MN	City of Santee, CA	Round Rock, TX Independent School District
City of College Station, TX	City of Shoreline, WA	Sacramento, CA Municipal Utilities District
City of Coral Springs, FL	City of Sioux Falls, SD	Saginaw County, MI
City of Dover, DE	City of South Jordan, UT	Scott County, IA

City of Farmers Branch, TX	City of Suffolk, VA	Spokane, WA Public Schools
City of Fort Collins, CO	City of Surprise, AZ	Springfield, MA Water and Sewer Commission
City of Fredericksburg, VA	City of Tucson, AZ	Sussex County, DE
City of Gahanna, OH	City of Waynesboro, VA	Three Rivers Park District, MN
City of Glendale, AZ	City of Long Beach, CA	Town of Farragut, TN
City of Goodyear, AZ	City of Louisville, CO	Town of Greenwich, CT
City of Grants Pass, OR	City of Loveland, CO	Village of Oak Park, IL
City of Homestead, FL	City of West Jordan, UT	Washington County, MN
City of Independence, MO	City of Wilmington, NC	Washtenaw County, MI
City of Irving, TX	City of Winchester, VA	Weston, MA Public Schools
City of Kirkland, WA	Coconino County, AZ	Dakota County, MN Community Services Division
City of La Vista, NE		

Table 2 below represents colleges and universities that BerryDunn has either contracted with in the last five years, or currently has a contract with.

Table 2: Higher Education Clients

Averett University	Husson University	University of Arkansas System
California State University, Bakersfield	Johnson & Wales University	University of Maine System
California State University, Los Angeles	Johnson County Community College	University of Minnesota
California Western School of Law	Massachusetts Partnership to Advance Collaboration and Efficiency (PACE)	University of Nevada, Las Vegas
Central Washington University	Montgomery College	University of New Hampshire
Claremont University Consortium	Morehead State University	University of North Carolina at Charlotte
Colby-Sawyer College	Northwest Florida State College	University of Rhode Island
Colorado Mountain College	Paul Smith's College	University of Saint Joseph
Community College System of New Hampshire	Roger Williams University	University of Tennessee System

D'Youville College	Saint Vincent College	Vermont State Colleges
Excelsior College	Salve Regina University	Washington and Lee University
Fitchburg State University	Sault College	Washington State University
Franciscan University of Steubenville	Southern Adventist University	Wayne State University
Franklin Pierce University	St. Joseph's College	Waynesburg University
Georgia Institute of Technology	Suffolk County Community College	West Virginia University
Granite State College	Tennessee Board of Regents	Western Illinois University
Hartwick College	Unity College	Westfield State University

5.0 Why BerryDunn?

- ☑ **We have demonstrated experience in the anticipated scope of services.** BerryDunn's team is currently engaged in multiple states providing consulting services for IT system assessment and planning, technology upgrade/migration, project management, business process improvement, procurement, and IV&V for public sector agencies. With 120 consultants in our Government Consulting Group, we have the breadth and depth of experience to effectively serve TIPS members. In addition, we are able to draw on the expertise of numerous other individuals in our firm. This depth provides TIPS members with the backing and security they require for their projects.
- ☑ **We offer demonstrated project management experience.** Our proposed project team has managed contracts for diverse municipal, state, county, and higher education institutions. These projects range in timeframe from a few months to multi-year engagements, and in value from approximately \$10,000 to more than \$3,000,000. We have adopted Project Management Institute (PMI) best practices for all consulting engagements and staff most engagements with a certified PMP.
- ☑ **We have worked extensively at both the municipal and higher education level.** We have experience with most of the business processes and information systems used with local agencies and higher education institutions across the country. Additionally, we understand the regulations, mandates, and constraints that must be considered when planning for and implementing enterprise-wide solutions for agencies and their constituents.
- ☑ **We are independent and objective advisors.** As an independent consulting firm, BerryDunn does not develop or sell hardware or software, nor do we partner with system vendors. Given our independence, our team is ideal for project management, analysis, and quality assurance.
- ☑ **We choose the right projects.** A unique feature that differentiates BerryDunn from many of our competitors is our strategic approach to selecting the *right projects* to undertake. We manage our growth carefully and choose projects in which we believe we can make a significant difference for our customers.
- ☑ **We have a proven IT assessment, planning, and procurement assistance methodology.** Over the course of 25-plus years, BerryDunn has developed and refined its approach to IT assessment, planning, and procurement assistance. We have an approach that is flexible enough for customization on a customer-by-customer basis, yet reliable in that it has been effectively applied numerous times by our proposed team members. This has translated into a successful track record of completing our work within budget and according to an agreed upon timeframes.