

VENDOR CONTRACT

Anonymous Alerts, LLC

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

PROFESSIONAL SERVICES

CONTRACT NUMBER 3042816

General Information

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

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

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

Definitions

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

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

A taxable item sold, leased, 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 contracts

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

Disclosures

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

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

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

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

Vendor or vendor assigned dealer contracts to pay the participation fee for all contract sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS contract. Failure to pay the participation fee will result in termination of contract. 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 Contracts.** 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 contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
2. **Indemnity for Performance Contracts.** 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 contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

- Providing material that does not meet the specifications of the contract;

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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 contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to 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.

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Special Terms and Conditions

It is the intent of TIPS to contract 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.

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

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

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



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

Exceptions:

EACH PIECE WILL BE ADDRESSED IN SUPPLEMENTAL AGREEMENT:

Anonymous Alerts, LLC Warranty of Products

Anonymous Alerts, LLC Indemnification (Attorney's Fees are also covered here)

ATTACHED BELOW IS SAMPLE AGREEMENT TERMS AND CONDITIONS

Attached is our standard Texas agreement that other Texas districts have signed

and have been approved by school district's attorneys.

OUR AGREEMENT WOULD SUPERCEDE THE TIPS STANDARD AGREEMENT ABOVE DUE TO THE

NATURE OF OUR BUSINESS. WE ARE OPEN TO MAKING EDITS OR CHANGES WITH TIPS.

AGREEMENT
TERMS AND CONDITIONS

This Agreement is made on MM/DD/YYYY, (the "Effective Date") by and between Anonymous Alerts, LLC. (the "Service Provider") whose address is 245 Main Street, Suite 450, White Plains, NY 10601 and (School/District Name) (the "Client") whose address is (Address of School/District). The parties hereby agree as follows:

Services (Meaning those services indicated with a "Yes" mark on Cost Proposal ("Pricing Proposal or Order Form") to this Agreement under modules). Client may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) and to administer the Client User Accounts. Client also acknowledges and agrees that Service Provider will need to access the Client's content for testing and operational purposes from time to time. Service Provider reserves the right to modify/update/change/ its software, technical procedures, hardware, graphical interfaces or other systems changes from time to time and/or software without notice to the Client.

Initial Service Term. The INITIAL SERVICE TERM for this agreement is from MM/DD/YYYY to MM/DD/YYYY (12 mos.) for \$_____

Renewal Service Term. The RENEWAL SERVICE TERM is for 12 mos. of service beginning on MM/DD/YYYY to MM/DD/YYYY for \$_____. Each year (12 mos.) of service is billed annually.

Payment Schedule. A first payment of \$_____ is due from the Client to the Service Provider on or before MM/DD/YYYY.

Purchase Order. Please issue Anonymous Alerts, LLC. a Purchase Order upon simultaneous signing of this agreement.

Service Activation and Use. Service will be activated once the signed Agreement and Purchase Order are received from the Client.

Payments and Late Charges. Payments are due NET 30 days from signing contract. A late payment fee (a late charge) of 1% monthly shall be billed to the client for any invoice that is 30 days past due from the due date to Service Provider from the Client.

Renewal/Termination. Upon expiration of any 12 months of Service of the then current service term (12 Mos.), this agreement shall automatically renew on a yearly basis. Client may terminate this Agreement by written notice to Service Provider with at least sixty (60) days notice prior to the end of the current 12 months of Service Term. Client or Service provider may terminate this Agreement for Cause. Cause shall mean a breach by the other party of any material provision of this Agreement, provided that written notice of the breach has been given to the breaching party, and the breach has not been cured within fifteen (15) days after delivery of such notice. Each year there is a 2% annual software feature enhancements and data warehousing fee.

Non-Appropriations clause.

Renewal of multi-year contracts will be in accordance with Local Government Code 271.903. (DISTRICT NAME) reserves the right to rescind the contract at the end of each fiscal year if it is determined that there are insufficient funds to extend the contract.

Non-Disclosure of Confidential Information. The parties agree not to use the Confidential Information disclosed to each other for its own use or for any purpose except to carry out the relationship between the parties. The parties will not disclose the Confidential Information to third parties or to its employees except employees, business advisors and consultants who are required to have the information or authorized users of the system in order to carry out the contemplated business, and then only after such persons are advised of the confidential nature of such information. The parties agree that they will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information in or to prevent it from falling into the public domain or the possession of unauthorized persons.

Privacy. Client agrees to comply with the Privacy Policy as stated on the Anonymous Alerts® Web site located at www.anonymousalerts.com. Service Provider reserves the right to change its Privacy Policy from time to time. We will post any Privacy Policy changes on our Privacy page.

Trademarks. The trademarks, logos and product and service names are trademarks and service marks of Service Provider. Client acknowledges that Anonymous Alerts, LLC. is the sole owner of the entire right, title and interest in the trademarks and service marks and reserves all rights to the use of such marks.

Patent or Copyright Infringement. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party.

Indemnification. To the extent provided under Texas law, Client agrees to indemnify and hold Service Provider and its subsidiaries, affiliates, partners, officers, directors, agents, advisors, distributors, suppliers, and employees harmless from any claim or demand (including reasonable attorneys' fees) made by any third party due to or arising out of content Client or its students submits to, posts to or transmits through the Products and services, Client's use of the Products, Client's connection to the Products, Client's violation of the Terms, or Client's and Client's users' violation of any rights of another unless caused by the intentional or negligent acts or omissions of Service Provider.

Client Equipment. Client acknowledges that to access and use the Product content, Client must obtain and maintain, at its sole expense, equipment and appropriate telephone service and/or broadband coverage, including telecommunication software, firewall hardware and its security software and any other software or hardware necessary to operate and maintain a connection with the server to access and use Products and Services.

Limitations on User Accounts. Usage of the Products is strictly limited to individuals associated with the Client. Subscribing users are prohibited from publishing or in any way communicating their usernames and passwords to non-subscribing individuals, posting of usernames and passwords on websites, emails, newsletters or any other types of electronic or print media is in violation of this policy.

Force Majeure. Service Provider and/or Client shall not be deemed to be in default of any provision of this Agreement or be liable for any delay or failure in performance due to Force Majeure, which shall include without limitation acts of God, earthquake, weather conditions, labor disputes, changes in law, regulation or government policy, riots, war, fire, epidemics, acts or omissions of vendors or suppliers, equipment failures, transportation difficulties, malicious or criminal acts of third parties, terrorist acts or other occurrences which are beyond Service Provider's and/or Client's reasonable control.

Client Initial Acceptance: _____ Date: _____

Disclaimer of Warranties. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT ITS USE OF THE PRODUCTS IS AT ITS SOLE RISK. THE PRODUCTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SERVICE PROVIDER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ANY OF ITS AFFILIATES, PARTNERS, SUPPLIERS, CONTRACTORS OR CONSULTANTS HAVE ANY LIABILITY WHATSOEVER FOR ANY PUNITIVE, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF LIFE, LOST PRODUCTION OR CONSEQUENTIAL PROPERTY DAMAGE; COST OF CAPITAL; COST OF REPLACEMENT OFFERINGS; OR CLAIMS RESULTING FROM CONTRACTS BETWEEN THE OTHER PARTY AND ANY THIRD PARTY, INCLUDING CONTRACTS ARISING FROM ANY THIRD PARTY PURCHASE ORDERS, UNLESS SUCH LIABILITY RESULTS FROM INTENTIONAL OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OF A PARTY OR ITS AGENTS.

Miscellaneous. This Agreement shall be interpreted according to the laws of the State of Texas without regard to, or application of, choice of law rules or principles. The parties hereby irrevocably waive any and all rights to trial by jury in any legal proceeding arising out of, or related to, this Agreement. This Agreement, including each Service Order accepted by Service Provider, sets forth the entire and exclusive agreement between the parties, superseding all prior or contemporaneous representations, proposals, quotes, agreements or understandings concerning the subject matter addressed herein. Except as otherwise set forth herein, no amendment to this Agreement shall be valid unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date specified above by their duly authorized representatives.

Accepted and agreed to by (Service Provider):

T. Gregory Bender, President & CEO
Anonymous Alerts, LLC.
245 Main Street, Suite 450
White Plains, NY 10601
Date: MM/DD/YYYY

Accepted and agreed to by (Client):

_____ (Sign Here)

Name: _____

Title: _____

(DISTRICT NAME)
(STREET ADDRESS)
(CITY, STATE, ZIP CODE)

Date: _____

Fax Signed Agreement to 914-931-1638



SAMPLE ORDER FORM - DISTRICT NAME	Modules
Anonymous Alerts® was developed to address fundamental and core issues surrounding the quick reporting of bullying and school safety issues. Anonymous Alerts® is Patented (U.S. Patent No. 9,071,579) and received a U.S. Registered Trademark. The Anonymous Alerts® student reporting service is simple, secure and enables students to quickly report incidents relating to bullying, cyberbullying, depression, self-cutting/self harm, drugs, gang-related issues, harassment, weapons on campus or unusual student behavior which may warrant immediate attention by school officials.	YES
Customize apps and hosted website with your logo, incidents types, locations, help section, videos, glossary and more	YES
iPhone, iPad, Android, Chromebook Apps for Incident Report Submissions Students download apps for free, activate with unique code and then can send reports Students can attach a photo, video or a cyberbullying screenshot or chat dialogue screenshot	YES
Hosted Website - Hosted school branded Anonymous Alerts® website for students to send reports	YES
School Officials receive email and/or Text-to-Cell message containing the anonymous submissions. Submitter receives a Unique Code can be used to call into the school or track the incident.	YES
Administrator Web-based dashboard	YES
Incident Photo/Screenshot/Video Upload - Ability for a student to upload photo, screenshot or video from a computer, Smartphone with their text descriptions about an incident and location. This feature can be turned on or off.	YES
Communicate directly with students through patented anonymous 2-way encrypted messages	YES
Submitter Computer IP address, Carrier and mobile GPS address tracking by request	YES
Forward an anonymous submission to other staff members for action	YES
Note taking area for incident tracking, reporting, follow-up and archiving	YES
Administrator Email Reports for district leaders to receive weekly push reports and summaries of the school or district	YES
Marketing Materials - Customized posters, Website banners, Parent letter, Press Releases, and student training videos.	YES
Administrators of the System receives instant reports from students or parents via Text, Email and/or Push notifications.	YES
Advanced analytics and reporting - 12 ways to search and customize reports, including pie charts, open/closed cases, credible/non-credible incident reports and push emails to administrators. Download reports into Excel from web interface.	YES
Instant Language Translations	YES
Incident Management™ App – Manage an incident, take notes, reply and forward messages from mobile device.	YES
On demand video training for school officials.	YES
Send push notifications (Good will or emergency messages) to students on their Smartphones, iPads and Tablets	YES
SmartButton™ for students - Lost/missing child GPS locator, abductions, sexual trafficking etc.	___
SmartButton™ App for employees – A user can immediately report their GPS location with incident type like active shooter, dangerous situation or other customized type to safety personnel. \$ ___ per staff member.	___
Patented (U.S. Patent No. 9,071,579)	YES
Printed Posters 11" x 17" (5 posters per school, \$ ___ each) district can also create a customized version for us to print	YES
Annual School License Fee (X schools X \$ ___ per school) from MM/DD/YYYY to MM/DD/YYYY	\$ ___
Annual Student License Fee (X students X \$ ___ per student) from MM/DD/YYYY to MM/DD/YYYY	\$ ___
Setup and Training Fee (one time costs) Setup/Training/X Printed Posters for Schools	\$ ___
1st Year Annual School License + Student License + K12 Alerts for MM/DD/YYYY to MM/DD/YYYY	\$ ___
2nd Year Renewal - Annual School License + Student License + K12 Alerts for MM/DD/YYYY to MM/DD/YYYY	\$ ___

Sign for acceptance of pricing above: Name: _____ Signature: _____ Date: _____

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	Kim.Thompson@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	(903) 575-2608			Department
Fax	(866) 929-4402			Building
Bid Number	3042816	Department		Floor/Room
Title	Professional Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	2/1/2016 08:01:01 AM (CT)	Floor/Room		Email
Close Date	3/11/2016 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
Need by Date		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company Anonymous Alerts
 Address 245 Main Street
 Suite 450
 White Plains, NY 10601

Contact
 Department
 Building
 Floor/Room
 Telephone 1 (914) 220-8326
 Fax 1

Email
 Submitted 3/11/2016 01:59:45 PM (CT)
 Total \$0.00

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

Signature T. Gregory Bender

Email gbender@k12alerts.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

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	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	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)	
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>Anonymous Alerts® patented anti-bullying app helps combat bullying and other negative activity in schools by empowering students to come forward to help themselves and other students. Social and peer pressures are some of the hardest obstacles for students to overcome, now they can report bullying and safety issues quickly using Anonymous Alerts®.</p> <p>Students or parents in the school community can anonymously submit suspicious activity, safety threats, bullying, drug abuse, depression, harassment, family issues and self-harm issues to school administrators or counselors. Students can establish 1-way or anonymous 2-way communications™ with a school official about an incident. The Anonymous Alerts® mobile app is available for free to download from the Apple Store, Google Play store, and the Chrome store.</p>
6	Primary Contact Name	Primary Contact Name	Gregory Bender
7	Primary Contact Title	Primary Contact Title	President & CEO
8	Primary Contact Email	Primary Contact Email	gbender@anonymousalerts.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9142208326
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9149311638
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9144507784
12	Secondary Contact Name	Secondary Contact Name	John Cattani
13	Secondary Contact Title	Secondary Contact Title	Business Development

14	Secondary Contact Email	Secondary Contact Email	jcattani@k12alerts.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9142208326
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9149311638
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8455455863
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Gregory Bender
19	Admin Fee Contact Email	Admin Fee Contact Email	gbender@anonymousalerts.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9142208326
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Gregory Bender
22	Purchase Order Contact Email	Purchase Order Contact Email	gbender@anonymousalerts.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9142208326
24	Company Website	Company Website (Format - www.company.com)	www.anonymousalerts.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-4920993
26	Primary Address	Primary Address	245 Main Street, Suite 450
27	Primary Address City	Primary Address City	White Plains
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NY
29	Primary Address Zip	Primary Address Zip	10601
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.)	anti-bullying, reporting, student incidents, anonymous, alerts, patented, safety, security, schools, reports, incident management, emergency, mobile app, messaging, communications, tips, student reporting
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	White Plains
34	Company Residence (State)	Vendor's principal place of business is in the state of?	NY
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)

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? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	3
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Annual contract

Line Items

Response Total: \$0.00

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

If the TIPS member 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?

(Check one)

___ YES or ___ NO

2. If yes, do you agree to comply with the following federal requirements? (Check 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 _____

Name of authorized representative _____

Signature of authorized representative _____  _____

Date _____

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) 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 (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES _____ Initial of Authorized Company Official

Federal Rule (2) 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 (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (3) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (4) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (5) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a

2 CFR PART 200 Contract Provisions

small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES _____ Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award \$25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

Does vendor agree they are not debarred as specified above ? YES ____ Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES _____ Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES _____ Initial of Authorized Company Official


Federal Rule (11) 2 CFR §200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES _____ Initial of Authorized Company Official

Company Name _____

Print name of authorized representative _____

Signature of authorized representative _____  _____

Date _____

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of \$25,000.00. Contractors receiving individual awards for \$25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____

Signature of Company Official: _____  _____

Date: _____

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name: _____

Mailing Address: _____

City: _____

State: _____

Zip: _____

Telephone Number: _____

Fax Number: _____


Email Address: _____

Authorized Signature:  _____

Printed Name: _____

Position: _____

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.



TIPS Authorized Signature _____ Date _____



Approved by Region VIII ESC _____ Date _____

References

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

Organization	City	State	Contact Name	Contact Phone
Socorro Independent School District	El Paso	TX	Fernando Vasquez	915-937-1609
Alabaster City Schools	Alabaster	AL	Dorann Tanner	205 663 8440
Leander Independent School District	Leander	TX	Shannon Wilson	512-570-0000
Pinellas County Schools	Largo	FL	Joan Reubens	727-588-6348

Anonymous Alerts report it™

Patented anti-bullying and safety reporting app



“We've been using Anonymous Alerts for one year. Our school is a safer place and we've seen a 50% reduction in our suspension rate and bad behavior”

-Mark Burroughs, Asst. Principal, San Pasqual USD



Patented (U.S. Patent No. 9,071,579)



THE WALL STREET



Anonymous Alerts® empowers students to help themselves and others by reporting bullying and safety issues quickly to school officials. The Department of Education and Secret Service estimate that 81% of violent campus events someone knew about it ahead of time. Anonymous Alerts® can play a valuable role in your overall safety plans as an early warning system for your school district. In addition to anonymous reporting, the app has a robust help and resources section featuring self-help videos, Internet links, and learning content for students' education.

Student Reporting

Students or parents can anonymously submit **bullying, dating violence, family issues, weapons on campus** and other customizable incident types to school official(s) quickly and securely.

Student Mobile Reporting



iPhone App and **Android Apps** are available for **free** for students to download.

- ✓ Apple®, Android® and Chromebook apps for free
- ✓ Smartphone and Tablet apps are available
- ✓ 89% of teens have smartphones and/or tablets
- ✓ 71% of teens use social media sites daily
- ✓ Fast and secure reporting with SSL encryption

Student Reporting from the Web

We host a customized website/forms for your district or school

- Your district website links to our customized website/forms
- Display posters in your schools to promote Anonymous Alerts®
- Works with all Apple, PC and tablet Web browsers

Student Submissions

- ✓ Students can establish **anonymous 2-way communications/dialogue**
- ✓ Students can **attach a video or photo/screenshot** from **Social Media**
- ✓ Completely secure system and encrypted messages
- ✓ **Multiple language support** (ie: English, Spanish, Arabic, Urdu, more)
- ✓ **Help/Resources** section that links to stopbullying.gov and help videos

School Administrator Tools and Tracking

- ✓ Brings you in **compliance** with **bullying laws/requirements**
- ✓ **Students communicate safely** with school administrators
- ✓ **Forward incidents** to other school officials or law enforcement
- ✓ **Robust reporting, archiving of messages** for instant access
- ✓ **Note taking and archiving**, date stamping of incidents
- ✓ **Download Excel reports**
- ✓ **Automated push email reports** and reminder notices
- ✓ **iPad Incident Management App** for school officials



SmartButton™

If a student is lost, abducted, or in danger they can immediately report their location using the **SmartButton™**.

Teachers and administrators

The **SmartButton™** can be used by a teacher as a panic button to report an active shooter or safety concern to a group.

Students or teachers can add custom contacts to be alerted.

Visit us at www.anonymousalerts.com

www.youtube.com/anonymousalerts

www.facebook.com/anonymousalerts

www.twitter.com/anonymousalerts





available in the chrome web store

Patented (U.S. Patent No. 9,071,579)