

REQUEST FOR PROPOSAL DOCUMENT



TIPS The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government Entities and Educational Entities in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Maine, Maryland, Massachusetts, Michigan, Minnesota, (Mississippi – can only use contracts approved by state purchasing department) Missouri, Montana, Nebraska, New Hampshire, Nevada, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

Lead Agency



Region VIII Education Service Center

**Address: 4845 US Hwy. 271 North
Pittsburg, Texas 75686**

**Toll-free (866) 839-8477 Fax (866) 839-8472
website: www.tips-usa.com E-mail: tips@reg8.net**

NOTICE TO BIDDERS

Sealed proposals must be addressed to The Interlocal Purchasing System (TIPS) and will be received in the TIPS Office located at **4845 North US Hwy 271, Pittsburg, TX 75686** (Note: For All Ground Deliveries bidder must send proposal 3 days prior to the deadline to guarantee delivery by 3:00 p.m. on the designated date.) **NO PROPOSALS WILL BE ACCEPTED AFTER 3:00 PM on designated date.**

DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED:

Thursday, May 15, 2014 at 3:00 p.m.

FOR THE CATEGORY –

Food Service: Management Tools (including Software)

About TIPS

TIPS is available for use by all public and private schools, colleges, universities, cities, counties and other government entities in the States of Alabama, Alaska, Arizona, Arkansas, California, Colorado, Delaware, District of Columbia, Connecticut, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Louisiana, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi (may only use contracts individually approved by state purchasing department), Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin and Wyoming.

It is the intention of TIPS to establish vendor awarded contracts to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded contracts will enable member entities to purchase on an “as needed” basis from competitively awarded contracts with high performance vendors. Bidders are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful bidder(s) for the products submitted. (Unless bidder has submitted inappropriate items for the commodity category. Those items will not be awarded.)
- Awarded contracts will be automatically renewed on the annual contract award date for two-five consecutive year terms (as listed in the original awarded contract), if sales have been successfully reported to TIPS and if both parties agree. (Exception: There are two categories: General Services; and Trades, Labor and Materials that will not have an automatic renewal. These categories will be rebid annually and will not be subject to a renewal.)
- TIPS reserves the right to award multiple vendors if vendors offer items that are unique or serve different geographic regions and have best value to TIPS participating entities.
- This proposal is requested for the benefit of the attached list of members and other new members as they execute Interlocal Agreements.

Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively bid vendor contracts.
- Provide comprehensive purchasing practices with the insurance of the most competitive contracts.
- Provide competitive priced solicitation and bulk purchasing for multiple government entities that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by contracting with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Assist government entities in maintaining the essential controls for budget and accounting purposes.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitively bid process for all TIPS Awarded Contracts.

Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for commodity categories to make purchases and contract decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of bids and

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proposals that require responses to be made to individual districts.

Financing of TIPS

- The total cost of the TIPS program is funded through a Two Percent (2%) participation fee paid to TIPS by the participating vendors. The fee is based on actual vendor invoiced sales.
- TIPS does not charge any fees to participating school districts or government entities.

Purchasing Procedures

- Contracts are established through open competition as described by the laws of the States listed for membership. Purchase orders are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders are sent to the TIPS office where they are reviewed and edited by the TIPS staff and forwarded to the Vendor within one working day.
- Vendors deliver goods/services directly to the participating agency and then invoice the participating agency. The Vendor receives payment directly from the participating agency.

SCHEDULE OF AWARD OR RELATED EVENT:

Posting Date	Monday, April 1, 2014
Proposal Advertising	Monday, April 1, 2014 – May 15, 2014
Proposal Deadline	Thursday, May 15, 2014 at 3:00 p.m.
Proposal Opening	Thursday, May 15, 2014 beginning at 3:01 p.m.
Proposals Review/Scoring	Friday, May 16, 2014 through June 25, 2014
Proposals Award	Thursday, June 26, 2014
Award Notifications	Begin posting to TIPS Website 6/27/2014 Vendor may call for results after 6/27/2014 Award letters will be mailed to all Awarded Vendors. Non Award letters will be mailed to vendors with No Awards.

How to Submit a Proposal

Proposals are to include the information requested in the sequence and format prescribed herein.

Proposals are scored on bidder's ability to follow the requested format. Elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired. Any proposal received later than the specified date/time, whether delivered in person or mailed, will be disqualified. **Faxed or electronically submitted proposals will not be accepted.**

Proposal envelopes must be plainly marked with

<p>TIPS CATEGORY</p> <p>Food Service: Management Tools (Including Software)</p> <p>RFP-CONTRACT #02062614</p> <p>OPENING DATE and TIME: Monday, April 14, 2014 at 3:00 p.m.</p>

On the specified time of the Opening Date, TIPS will publicly receive, open, and read aloud the names and cities of proposing vendors. TIPS reserves the right to waive any informality and/or reject any or all proposals.

Proposal Instructions

1. Only sealed proposals are accepted. Faxed proposals will not be accepted because the fax process does not provide for the delivery of a sealed proposal.
2. Proposals may be submitted on any or all items, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal deemed most advantageous to the participants in TIPS and to waive any informality in the proposal process.
3. Deviations to any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the vendor and shall be included with the proposal.
4. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
5. Addenda, if required, will be issued by TIPS to all those known to have received a complete set of RFP documents at least five working days prior to the opening. The vendor shall acknowledge on the Signature Form any addenda that have been received.
6. Vendors not submitting proposals are requested to notify TIPS if they wish to receive RFP's in the future. Failure to do so may result in being deleted from the TIPS prospective bidder list.

PROPOSAL FORMAT - BIDDERS PAY CLOSE ATTENTION TO DETAILS LISTED.

Bidders shall submit written proposals in a three ring binder using the following format. Proposals not received in a 3-ring binder could receive -0- points for *proposal format*. All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree.

Proposals are to be categorized within the binder with dividers according to the following:

Section	Tab Divider Title	Reference Pages or Instructions
1.	Signature Form	Page 21 (insert)
2.	Special Terms & Conditions	Page 17 (insert)
3.	Vendor Profile	Pages 18-20 (insert)
4.	Pricing	Reference Instructions Page 8, 9 and 12
5.	References	Reference Instructions Page 5
6.	Warranty Information	Reference Instructions Page 10
7.	Vendor Certificates	Reference Instructions Page 5 or as available or applicable
8.	Supplementary catalogs and information	As available or applicable (insert)

Felony Conviction Notice (Required in Texas) -Notification of Criminal History “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. 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 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. Texas Education Code § 44.034.

References

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities). In addition to the name of the entity, a contact name and phone number shall be included.

Vendor Certifications

Vendor certifications will include applicable M/WBE and manufacturer certifications for sales and service (if applicable).

AWARD OF CONTRACT TO NONRESIDENT BIDDER - “A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.” *Texas Government Code § 2252.002*.

Proposal Scoring

Scoring of Proposal: Criteria and Relative Weights

A Review Committee will evaluate and score all proposals. Recommendations for award of contracts will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors. TIPS will base a recommendation for contract award on several factors. The factors which will be considered in are weighted points in each category as follows:

1. **Purchase price.** (Pricing factors as determined by TIPS using a market basket study of randomly selected items.) (20%)
2. **Reputation** of the vendor and the vendor's goods or services. References may be contacted. (10%)
3. **Quality** of the vendor's goods or services. (Including quantity of line items available that are commonly purchased by the entity and electronic on-line catalog, order entry use by and suitability for the entity's needs and quality of catalog(s) for use by entity's employees that do not have electronic access.) (10%)
4. Extent to which the goods or services **meet criteria** outlined in RFP category submitted. (10%)
5. Vendor's **past relationship** with TIPS. (10%)
6. Impact on the ability of TIPS to comply with laws and rules relating to historically underutilized businesses. **HUB/M-WBE** (10%)
7. The total **long-term cost** to TIPS to acquire the vendor's goods or services. Length of price guaranty. (10%)
8. **Delivery time** to the member entity for goods/services. (10%)
9. **Proposal format.** (Vendors ability to follow instructions for submitting proposal.) (10%)

BIDDERS FALLING BELOW AN 80% THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.

SAMPLE SCORING GRID

The Interlocal Purchasing System (TIPS) Bid Criteria and Relative Weights

BID CATEGORY: Appropriate Category will be listed here.

THIS PAGE WILL BE COMPLETED BY TIPS REVIEW COMMITTEE

Company Name	Purchase Price	Vendor References	Quality of Goods	Meets Needs	Past Relationship	HUB Impact	Contract TERM	Delivery Time	Proposal Format	Total Points Scored
1.										
2.										
3.										
4.										
5.										
6.										
7.										
8.										
9.										
10.										

TIPS Authorized Review Representative Signature

Date

Approved by Region VIII ESC Board of Directors

Date

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Specifications and Pricing

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

Specifications and Pricing for – **Food Service: Management Tools (including Software)**

Products will be listed for this proposal in one of the following formats: an excel spreadsheet insert, table, insert, catalog, cd, or flashdrive.

Proposal information should include: Product name, manufacturer, brief description, pricing, and any other pertinent information related to the product.

The amount of discount offered to the TIPS Member per item or per category.

Software Systems - Proposal must include information concerning capability of software system by listing all standard features and optional features with pricing for each feature or group of features.

- Must address compliance with USDA Free and Reduced Meal Guidelines
- POS Systems must provide at a minimum, the following capabilities and features:
 - ✓ Maintain individual student account information such as free and reduced status, identification information, cash available balance.
 - ✓ Systems should provide for accurate identification of students (ID Cards with bar-code, use of photos, etc...) The system should be compliant with the district's current barcode system.
 - ✓ Produce reports capable of balancing daily activity (sales/charges/lunch counts).
 - ✓ Be "user friendly" for end users.
 - ✓ It should have the ability to create comprehensive reports and user-queried reports
 - ✓ Ability to have simultaneous multiple users.
 - ✓ Should be able to utilize multiple student identification methods. The system should be able to accept up to a 9 digit student identification number.
 - ✓ Allow for multiple ala carte items that are programmed into the terminals.
 - ✓ Terminals should remain operable even if the Central Server is down.
 - ✓ Have a quick sale option for cash sales.
- All Fees should be included, such as license fees, maintenance fees, etc...
- Sufficient on-site training of personnel should be included
- Any other type of Management Tool will be considered, but must list type, use, price, services and supplies associated therewith.

Additional Information regarding proposed systems:

Any forms management and data collection tools that enable a school and/or district to put all registration and enrollment forms online. System to provide a high level of service to new and returning parents to the district while reducing, or even eliminating all costs associated with the production, distribution, collection and data entry of paper forms.

Examples of forms to be included in system: New Student Enrollment; First Day Packets; Student/Parent Demographics; Free and Reduced Lunches; Health Information; Emergency Contacts; Authorizations; FERPA and other acknowledgements; Race and Ethnicity; Technology AUP; Legal Notices; Student and Parent Surveys.

Requirements:

- Provide a secure, user friendly, web based tool for parents to enroll their children and/or update existing information.
- Ability to pre-populate forms with data from an existing student management system.
- Allow for an unlimited number of customized forms.

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- Allow district personnel to create new forms and modify existing forms in the system.
- Provide ability for parents to pay for various school related expenses as part of the registration process. Such as parking passes, year books, student id's etc...
- Allow for an unlimited number of administrators for the software.
- Generate communications through email.
- Provide for multiple languages such as English, Spanish and others.
- Provide date/time stamping of submitted forms.
- Allow forms to be printed by parents and/or school administrators.
- Allow upload of various documents such as proof of Residency, Immunization Records, Birth Certificates and others.
- Available as a hosted or locally installed solution.
- Provide ad hoc reporting capabilities.
- Provide a system dashboard showing real time registration/enrollment activity.
-

Value Added Pricing

Value added services should be explained in detail. If bidder can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

VENDOR CONTRACT

Between _____ and

(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Management Tools (including Software)

#02062614

General Information

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

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Contracts

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

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

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

Tax exempt status

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

This contract is for a period of one (1) year with an option for renewal for 2 consecutive years.

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

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

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80% or above will be considered for an award. Commodity 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 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 Member on demand.

Member Purchasing Procedures

Purchase orders are issued by participating member to the awarded vendor indicating on the PO "Per TIPS Contract". Copy of the PO is emailed to TIPS at tipspo@reg8.net.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales bi-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 Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

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

Licenses

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement.

Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this contract by awarded vendor must have prior approval from TIPS.

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

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

Special Terms and Conditions

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

- **Contracts:** All vendor purchase orders must go to the TIPS-Region VIII ESC office at 4845 North US Hwy. 271, Pittsburg, Texas 75686 or email to tipspo@reg8.net. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the address/email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Contract:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS contract is not acceptable to the terms and conditions of this contract and will result in removal of Vendor from Program. Vendor is expected to use marketing funds for the marketing and promotion of this contract.
 - **Daily Order Confirmation:** All contract purchase orders will be faxed twice daily from TIPS to vendor. The vendor must confirm receipt of orders to the member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, 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.
-

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

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

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

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

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

Vendor Profile

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

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

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

Company submitting bid is a resident bidder. Yes No

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

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

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

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

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. Yes No

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

1.4.2. Pricing submitted includes the 2% TIPS participation fee. Yes No

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

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

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

_____ **Month(s); or** _____ **Year(s); or** _____ **Term of Contract**

Vendor contact responsible for collecting sales information and paying the 2% due to TIPS.

Contact person: _____
Email: _____
Telephone: _____

1.5. Vendor Service

1.5.1. Average shipping time after receipt of customer order is _____ working days.

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

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

1.5.3. Company experience in this commodity/category. _____ Years

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

If answer is no, please list which states can be served _____

RFP- Food Service: Management Tools (Including Software) – Due May 15, 2014 at 3:00 p.m.

Company and/or Product Description: (This information will appear on the TIPS website for your company, if awarded a TIPS contract.) Limit 2500 characters.

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

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS website. These 2 contacts will answer all sales and general information calls from TIPS members and direct them to the appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS contract. Online training by the TIPS administration may be required of the 2 contacts listed below.

Primary Contact:

Secondary Contact:

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

Mobile: _____

Mobile: _____

**Mailing
Address:** _____

**Mailing
Address:** _____

City: _____

City: _____

State/Zip: _____

State/Zip: _____

WORDS FOR “SEARCH ENGINE” - Please list words to be posted on your company’s page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company (Limit 500 words): _____

CONTRACT Signature Form

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

Company name	_____
Mailing Address	_____
City/State/Zip	_____
Telephone No.	_____
Fax No.	_____
E-mail address	_____
Authorized signature	_____
Printed name	_____
Position with company	_____

Website	_____

This contract is for a period of three years, renewed annually. Vendors shall honor the Two Percent (2%) 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

For Complete Membership List Go To:

<http://www.tips-usa.com/assets/documents/docs/membership.pdf>

CERTIFICATE OF RESIDENCY

The State of Texas has passed a law concerning non-resident contractors. This law can be found in Texas Government Code under Chapter 2252, Subchapter A.

<http://www.capitol.state.tx.us/statutes/gv.toc.htm> This law makes it necessary for the Region One ESC to determine the residency of its bidders. In part, this law reads as follows:

“Section: 2252.001

- (3) ‘Non-resident bidder’ refers to a person who is not a resident.
- (4) ‘Resident bidder’ refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest proposal submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.”

I certify that _____
Name of Company Bidding

is, under Section: 2252.001 (3) and (4), a

_____ Resident Bidder _____ Non-resident Bidder

My or Our principal place of business under Section: 2252.001 (3) and (4), is in the city of

_____ in the state of _____.

Signature of Authorized Company Representative

Print Name

Title

Date

FELONY CONVICTION NOTICE

State of Texas Education Code, Section 44.034, Notification of Criminal History of Contractor, 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

Please check off one box and sign the form in the appropriate space(s)

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 information furnished is true and to the best of my knowledge.

VENDOR'S NAME: _____

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): _____

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

Signature of Company Official: _____

- B. My firm is not owned or operated by anyone who has been convicted of a felony.

Signature of Company Official: _____

- C. My firm is owned and operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s): _____

Detail of Conviction(s): _____

Signature of Company Official: _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

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

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4 Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity,

**5 Name of local government officer with whom filer has affiliation or business relationship.
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

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

Yes No

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

Yes No

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

Yes No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

Signature of person doing business with the governmental entity

Date

NON-COLLUSION STATEMENT

The undersigned Bidder, by signing and executing this bid, certifies and represents to the Region 8 Education Service Center that Bidder has not offered, conferred or agreed to confer any pecuniary benefit, as defined by Section 1.07 (a)(6) of the Texas Penal Code, or any other thing of value, as consideration for the receipt of information or any special treatment or advantage relating to this bid;

the Bidder also certifies and represents that Bidder has not offered, conferred or agreed to confer any pecuniary benefit or other things of value as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion concerning this bid;

the Bidder certifies and represents that Bidder has neither coerced nor attempted to influence the exercise of discretion by any officer, trustee, agent or employee of the Region 8 Education Service Center concerning this bid on the basis of any consideration not authorized by law;

The Bidder also certifies and represents that Bidder has not received any information not available to other Bidders so as to give the undersigned an advantage with respect to this bid;

the Bidder further certifies and represents that Bidder has not violated any state, federal or local law, regulation or ordinance relating to bribery, improper influence, collusion or the like and that Bidder will not in the future, offer, confer, or agree to confer any pecuniary benefit or other thing of value of any officer, trustee, agent or employee of the Region 8 Education Service Center in return for the person having exercised the person's official discretion, power or duty with respect to this bid;

the Bidder certifies and represents that it has not now and will not in the future offer, confer, or agree to confer a pecuniary benefit or other thing of value to any office, trustee, agent or employee of the Region 8 Education Service Center in connection with information regarding this bid, the submission of this bid, the award of this bid or the performance, delivery or sale pursuant to this bid;

the Bidder certifies that the Bidder has not prepared this bid and will not prepare any future bids arising from this Invitation to Bid in collusion with any other respondent, and that the content of any future bids arising out of this Bid will not be communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the Service Center's selection of a contractor for this Bid.

FIRM NAME

ADDRESS

CITY/STATE/ZIP

TYPED NAME OF REPRESENTATIVE(S)

SIGNATURE OF REPRESENTATIVE(S)

DATE

SIGNATURE SHEET

The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other offeror, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business or any individual affiliated with Region 8 ESC prior to the official opening of this proposal.

I further affirm that the contents of this proposal will not be discussed with any individual other than the Compliance Auditor (or his designee) prior to the approval of this proposal by the Board. Failure to observe this procedure may be course for rejection of the proposal.

I, _____, have read the standard terms and conditions.
(Print/Type Name of Company Officer)

I fully understand them, and will fully execute them if I am awarded this proposal.

I have represented the truth concerning the felony conviction notification. I have checked off one of the three statements on page 25.

I fully understand the proposal specifications.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE DATE TITLE

PRINTED NAME OF ABOVE

The signing of this page indicates understanding and acceptance of this proposal's required documents.

BIDDER PREFERENCE/TEXAS FAMILY CODE CERTIFICATION

BIDDER PREFERENCE CERTIFICATION

ANSWER THE FOLLOWING QUESTIONS:

1. Is your principle place of business in TEXAS? YES NO
2. If NO, in which state is your principle place of business? _____
3. If NO, does your state favor resident Bidders by a dollar increment or percentage?
YES ___ NO ___
4. If yes, what is the dollar increment or percentage? _____

For information these questions, see Article 601g of the Texas Civil Statues.

CERTIFICATION REGARDING TEXAS FAMILY CODE

As per Section 14.52 of the Texas Family Code, added by S.B. 84, Acts, 73rd Legislature, R.S. (1993), all bidders must complete and submit with the bid the following affidavit:

I, the undersigned vendor, do hereby acknowledge that NO sole proprietor, partner, majority shareholder of a corporation, or an owner of 10% or more of another business entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement. I understand that under this doe, a sole proprietorship, partnership, corporation or other entity in which a sole proprietor, partner, majority shareholder or a corporation, or an owner of 10% or more of another entity is 30 days or more delinquent in paying child support under a court order or a written repayment agreement is NOT eligible to bid or receive a state contract.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE DATE TITLE

PRINTED NAME OF ABOVE

VENDOR ACKNOWLEDGEMENT FORM

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before completing certification, read attached instructions)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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 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/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid 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.

COMPLIANCE CERTIFICATION TO EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS

I, the vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14(l) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP CODE _____

(AREA CODE) TELEPHONE (_____) _____

SIGNATURE

DATE

TITLE

PRINTED NAME OF ABOVE

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime <input type="checkbox"/> Subawardee Tier____, <i>if known</i> :	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known</i> :	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, <i>if applicable</i> : _____	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> : \$	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	b. Individuals Performing Services (including address if different from No. 10a)(last name, first name, MI): (attach Continuation Sheet(s) SF-LLL-A, if necessary)	
11. Amount of Payment (<i>check all that apply</i>) \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	13. Type of Payment (<i>check all that apply</i>): <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
12. Form of Payment (<i>check all that apply</i>): <input type="radio"/> cash <input type="radio"/> in-kind; specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Members(s) contacted, for Payment Indicated in Item 11: (attach Continuation Sheet(s) SF-LLL-A, if necessary)		
15. Continuation Sheet(s) SF-LLL-A attached: Yes No <input type="checkbox"/> <input type="checkbox"/>		
16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standart Form-LLL	

17.25 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.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date