

TIPS VENDOR AGREEMENT

Between

SMART Temps, LLC and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Food Service: Equipment, Chemicals, Supplies & Service

General Information

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

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

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

Definitions

PURCHASE ORDER is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

Terms and Conditions

Freight

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

Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

Customer Support

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

Agreements

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

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

Tax exempt status

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

Assignments of Agreements

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

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Disclosures

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

Renewal of Agreements

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

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

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. THE PURPOSE OF THIS CLAUSE IS TO AVOID A TIPS MEMBER INADVERTENTLY RENEWING AN AGREEMENT DURING A PERIOD IN WHICH THE GOVERNING BODY OF THE TIPS MEMBER HAS NOT PROPERLY APPROPRIATED AND BUDGETED THE FUNDS TO SATISFY THE AGREEMENT RENEWAL. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the TIPS Member as to why the product has not shipped and shall provide an estimated

shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

State of Texas Franchise Tax

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

Miscellaneous

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

Purchase Order Pricing/Product Deviation

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

Termination for Convenience

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

TIPS Member Purchasing Procedures

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

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

Supplemental Agreements

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

INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:

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

Licenses

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

Novation

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

Site Requirements (Only when applicable to service or job)

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice,

so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Acceptance of work by TIPS Member

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

Support Requirements

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

Incorporation of Solicitation

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

Special Terms and Conditions

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

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 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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Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

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

TIPS Vendor Agreement Signature Form

Food Service: Equipment, Chemicals, Supplies & Service

Company Name SMART Temps, LLC
Address 435 Park Place Circle
City Mishawaka State IN Zip 46545
Phone 877-272-3111 Fax 574-257-7777
Email of Authorized Representative mckay@smart-temps.com
Name of Authorized Representative Michael J McKay
Title COO

Signature of Authorized Representative 
Date 5/11/17

TIPS Authorized Representative Name Meredith Barton
Title TIPS Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date June 22, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170401	Department		Floor/Room
Title	Food Service Equipment, Chemicals, Supplies & Service	Building		Telephone
Bid Type	RFP	Floor/Room		Fax
Issue Date	4/6/2017 08:00 AM (CT)	Telephone	(866) 839-8477	Email
Close Date	5/19/2017 03:00:00 PM (CT)	Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company SMART Temps
 Address 435 Park Place Circle

 Contact Mishawaka, IN 46545
 Michael J McKay
 Department
 Building
 Floor/Room
 Telephone (877) 272-3111 x153
 Fax (574) 257-7777
 Email mckay@smart-temps.com
 Submitted 5/12/2017 01:20:43 PM (CT)
 Total \$0.00

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

Signature Michael McKay

Email mckay@smart-temps.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
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.)	SMART Temps provides real time temperature monitoring for food and medicine.
6	Primary Contact Name	Primary Contact Name	Mac McKay
7	Primary Contact Title	Primary Contact Title	Director of Educational Sales
8	Primary Contact Email	Primary Contact Email	mac@smart-temps.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8772723111
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5742577777
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5748761785
12	Secondary Contact Name	Secondary Contact Name	Mike McKay
13	Secondary Contact Title	Secondary Contact Title	COO
14	Secondary Contact Email	Secondary Contact Email	mckay@smart-temps.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8772723111
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5742577777
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5745320257
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	John Miller

19	Admin Fee Contact Email	Admin Fee Contact Email	john@smart-temps.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8772723111
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Mac McKay
22	Purchase Order Contact Email	Purchase Order Contact Email	mac@smart-temps.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8772723111
24	Company Website	Company Website (Format - www.company.com)	www.smart-temps.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	26-4073109
26	Primary Address	Primary Address	435 Park Place Circle
27	Primary Address City	Primary Address City	Mishawaka
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	IN
29	Primary Address Zip	Primary Address Zip	46545
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.)	temperature monitoring, haccp, food safety, thermometers
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Mishawaka
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Indiana
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?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)

39	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
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?	14
44	Years Experience	Company years experience in this category?	13
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?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	Yes
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

- 49 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here? No
- 51 Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. Yes
- 52 Regulatory Standing Regulatory Standing explanation of no answer.
- 53 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
 - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
 - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
 - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

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

including suspension and / or debarment.

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

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. I

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

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

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

59 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
Pursuant to Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

60	2 CFR PART 200 (G) Clean Air Act	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

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

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

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

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

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

Yes

77 Payment Terms and Funding Out Clause

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

Yes

Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.
See statute(s) for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

(2) has or will have direct contact with students

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

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

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

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79	Texas Education Code Chapter 22 Contractor Certification for Contractor Employees	<p>Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.</p> <p>Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:</p> <p>(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.</p> <p>I certify that:</p> <p>NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.</p> <p>OR</p> <p>SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.</p> <p>(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.</p> <p>(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	None
80	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes

- | | | | |
|----|--|---|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> | |
| 82 | Agreement Deviation/Compliance | Does the vendor agree with the language in the Vendor Agreement? | Yes |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> | |

Line Items

Response Total: \$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
El Paso ISD	Miquel Hendandez	Maherna1@episd.org	915-230-2160
Farmersville ISD	Tammie Pyle	tpyle@farmersvilleisd.net	972-782-8551
Channelview ISD	David Bienvenu	David.bienvenu@cvisd.org	281-860-3807

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
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SMART Temps

435 Park Place Circle

Mishawaka IN

46545 Michael J McKay

mckay@smart-temps.com

877-272-3111 574-257-7777

www.smart-temps.com

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.

SMART Temps LLC

435 Park Place Circle, Mishawaka, IN 46545

Name/Address of Organization

Michael J McKay / COO

Name/Title of Submitting Official

Signature



5/11/17

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

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

Official: **Michael J McKay**
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: _____

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

Signature of Authorized Company Official:  _____

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

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

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

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

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

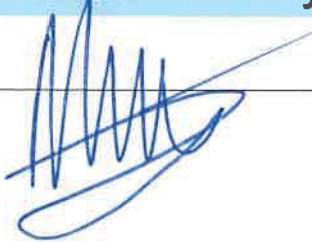
- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible,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

Company Name **SMART Temps**

Print name of authorized representative **Michael J McKay**

Signature of authorized representative _____

Date **5/11/17**



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

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

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

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

[Redacted]

Name of company claiming confidential status of material

[Redacted]

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

[Redacted]

Address City State ZIP Phone

ATTACHED ARE COPIES OF [Redacted] PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

SMART Temps, LLC

Name of company expressly waiving confidential status of material

Michael J McKay, COO

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

435 Park Place Circle Mishawaka IN 46545 877-272-3111

Address City State ZIP Phone

Specifications 2017

Reporting

- All information will be available, real time, 24 hours a day, 365 days a year on a secure, password protected website.
- Data is continuously backed up to an off-site location and a secondary server location is always on standby in the event of an emergency or natural disaster.
- Customizable HACCP reporting can be generated for each piece of equipment and food item that is monitored. Information is archived for no less than 7 years, eliminating the need for paper logs to be kept on site.

Education, Training and Service

- SMART Temps Representatives will provide web training and support at the customer's convenience.
- Alerts and food temperatures will be reviewed during the training.
- Proper Cold Prep, Cooking, Serving, Cooling and Corrective Action practices will be reviewed during the training.
- Training will address proper use of the wireless thermometer in conjunction with your department's Food Safety and HACCP Plan. Thermometer calibration and care will be discussed.
- Training will address the use of the secure website.
- Each site will be provided with an online manual and support material to assist in operation of the wireless thermometer and secure website.

Installation

- Installation can be done by a professional, insured and bonded installer.
- Equipment will be installed within three weeks of approval.

Technical Support

- The company and/or company's sales representative offers technical support to customer at no cost. Technical and training support questions will be answered via online and/or through our customer care phone center.

Warranty

- The company offers an extended warranty against defects including broken, lost or stolen equipment for the period of the contract awarded.

Compliance Benefits

- Exceeds USDA, SDOH, FDA, CDC Record Keeping Requirements
- Code of Federal Regulations (FDA), 21 Electronic Data Compliance
- NAFEM Data Protocol Compliant

Specifications 2017

SMART Guard[®] Wireless Thermometer

Wireless thermometer for automatic temperature monitoring of hot and cold equipment such as refrigerators, freezers, hot boxes, dish machines, storerooms and delivery trucks. The SMART Guard[®] also features a door switch option to monitor access to the equipment. Unit has the option to use an internal thermistor or attach an external thermistor.



Features

- 24/7/365 monitoring of equipment.
- 24/7/365 notification of alerts sent via email, text and/or phone call.
- Identifies potential equipment maintenance issues in advance of failure.
- Helps to eliminate product loss.
- Reduces labor cost by eliminating manual temperature logging.
- Stores up to 30 days of data in case of network or electricity failure.
- Wireless transmission eliminates the need for hard wired installation.

Specifications

• Display	128x32 pixel graphical backlit LCD
• Door Switch	Yes (Requires optional switch kit)
• Temperature Range	-40°F to 260°F (-40°C to 125°C)
• Accuracy	+/- 0.9°F (+/-0.5°C) at -4°F to 158°F (-20°C to 70°C)
• Resolution	0.1°F or 0.1°C
• Response Time	NA
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Max / Min	NA
• Hold	NA
• Distance	5,000 Feet - (Line of Sight)*
• Batteries	3 AA
• Battery Life	12 Months
• Calibration	NA
• Dimensions	4" X 3" X 1"
• Weight	5.4 oz
• Water Protection	NA
• NIST Traceable	NIST Traceable Certificate (Optional)
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Wi-Fi Guard[®]

Wireless Thermometer

Wireless thermometer for automatic temperature monitoring of equipment storing temperature sensitive food, vaccines, medications and other critical inventory items. Unit has the option to use an internal thermistor or attach an external thermistor.



Features

- 24/7/365 monitoring of equipment.
- 24/7/365 notification of alerts sent via email, text and/or phone call.
- Identifies potential equipment maintenance issues in advance of failure.
- Helps to eliminate product loss.
- Reduces labor cost by eliminating manual temperature logging.
- Stores up to 30 days of data in case of network or electricity failure.
- Wireless transmission eliminates the need for hard wired installation.

Specifications

• Display	128x32 pixel graphical backlit LCD
• Door Switch	Yes (Requires optional switch kit)
• Temperature Range	-40°F to 260°F (-40°C to 125°C)
• Accuracy	+/- 0.9°F (+/-0.5°C) at -4°F to 158°F (-20°C to 70°C)
• Resolution	0.1°F or 0.1°C
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Power	Micro USB Cable or 3 AA Batteries
• Calibration	NIST Traceable Certificate (Available)
• Dimensions	4" X 3" X 1"
• Weight	5.4 oz
• NIST Traceable	NIST Traceable Certificate (Optional)
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Humidity Guard[®] Wireless Thermometer

The SMART Guard[®] - Humidity monitors temperature and humidity 24/7/365 for areas where temperature documentation, humidity documentation and alerts are needed.



Features

- 24/7/365 monitoring of equipment.
- 24/7/365 notification of alerts sent via email, text and/or phone call.
- Identifies potential equipment maintenance issues in advance of failure.
- Helps to eliminate product loss.
- Reduces labor cost by eliminating manual temperature and humidity logging.
- Stores up to 30 days of data in case of network or electricity failure.
- Wireless transmission eliminates the need for hard wired installation.

Specifications

• Display	128x32 pixel graphical backlit LCD
• Temperature Range	32°F to 176°F (0°C to 80°C)
• Accuracy	+/- 2°F (-+/-1.11°C)
• Resolution	0.1°F or 0.1°C
• Humidity Range	0 to 100% RH
• Humidity Accuracy	+/- 3% RH
• Response Time	NA
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Max / Min	NA
• Hold	NA
• Distance	5,000 Feet - (Line of Sight)*
• Batteries	3 AA
• Battery Life	12 Months
• Calibration	NIST Traceable Certificate (Optional)
• Dimensions	4" X 3" X 1"
• Weight	5.4 oz
• Water Protection	NA
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Device Specifications 2017

SMART Cryo Guard[®] Wireless Thermometer

A wireless thermometer for automatic temperature monitoring of equipment that requires a temperature range of -328°F to 392°F (-200°C to 200°C).

Used on equipment such as cryogenic freezers, incubators, centrifuges, ovens, etc. Unit comes with an external RTD probe.



Features

- 24/7/365 monitoring of equipment.
- 24/7/365 notification of alerts sent via email, text and/or phone call.
- Identifies potential equipment maintenance issues in advance of failure.
- Helps to eliminate product loss.
- Reduces labor cost by eliminating manual temperature and humidity logging.
- Stores up to 30 days of data in case of network or electricity failure.
- Wireless transmission eliminates the need for hard wired installation.

Specifications

• Display	128x32 pixel graphical backlit LCD
• Door Switch	NA
• Temperature Range	-328°F to 392°F (-200°C to 200°C)
• Accuracy	+/- 0.9°F (+/-0.5°C)
• Resolution	0.1°F or 0.1°C
• Response Time	NA
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Max / Min	NA
• Hold	NA
• Distance	5,000 Feet - (Line of Sight)*
• Batteries	3 AA
• Battery Life	12 Months
• Calibration	NIST Traceable Certificate (Optional)
• Dimensions	4" X 3" X 1"
• Weight	5.4 oz
• Water Protection	NA
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Shield[®]

Wireless Handheld Thermocouple

The SMART Shield[®] is a low cost wireless Type K Thermocouple designed for recording temperatures throughout the flow-of-food process: Receiving, Preparation, Cooking, Holding, Serving and Cooling. The SMART Shield[®] is perfectly suited for all food service type accounts.

Features

- Menu items are automatically sent from the SMART Command Center[®] (Website) through the SMART Link[®] to the SMART Shield[®].
- The SMART Shield[®] requires corrective actions be selected at the time temperatures are taken outside of the acceptable temperature range.
- Food temperature information is automatically sent wirelessly to the SMART Command Center[®] (Website) for instant viewing.
- Eliminates paper logs, saves labor, data can be viewed in real time.



Specifications

• Display	2.8" full color 320x240
• Temperature Range	-100°F to 1000°F (-37°C to 537°C)
• Accuracy	+/- .7°F (+/- .4°C) Operating Range (32°F - 212°F)
• Resolution	.1°F / 1°F User Option
• Response Time	< 2.5 Seconds
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Batteries	Rechargeable Lithium Ion
• Battery Life	10 Hours of Continuous Usage / 90 Days Standby
• Calibration / Verification	Calibrated with ice water method
• Probe Storage	On Body
• Construction	ABS Plastic
• Wall Mount	Bracket Included
• Dimensions	6.63" X 3.29" X 1"
• Dimensions w/ Probe Attached	7.5" X 3.29" X 1"
• Weight	6.4 oz
• Weight w/ Probe Attached	8.2 oz
• Water Protection Waterproof	Yes: IP66 Waterproof
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Shield Pro[®] Wireless HACCP Thermocouple

Using the latest touchscreen Android™ device, along with a custom SMART Shield[®] Pro Application, and Bluetooth wireless temperature probe, the SMART Shield[®] Pro makes HACCP easy by using the patented SMART Temps[®] Cloud Technology to download menu items, user information and task lists 24/7/365 via the SMART Command Center[®]. As the unit may be taken from site to site, supervisors can use the SMART Shield[®] Pro as a verification device and inspection tool.



Features

- Menu items are automatically sent from the SMART Command Center[®] (Website) to the SMART Shield[®] Pro via Wi-Fi connection.
- The SMART Shield[®] Pro provides corrective actions at the time temperatures are taken outside the acceptable temperature range.
- Food temperature information is automatically sent wirelessly to the SMART Command Center[®] (Website) for instant viewing.
- Inspection forms can be customized to help customer exceed compliance requirements.
- Eliminates paper logs, saves labor hours and data can be viewed in real time.
- English or Spanish language options available.
- Can hold up to 1000 daily menu items.

Specifications

• Display	7" HD Backlit Display
• Resolution	1280x800 (216 ppi)
• Temperature Range	-100°F to 1000°F (-37°C to 537°C)
• Accuracy	+/- .7°F (+/- .4°C) Operating Range (32°F - 212°F)
• Response Time	< 2.5 Seconds
• Probe Type	K Type
• F / C	YES
• Sleep Mode	YES
• Battery Life	8 Hours of Continuous Usage
• Calibration / Verification	Calibrated with Ice Water Method
• Operating System	Google Android 4.1 (Jelly Bean)
• CPU	1.2 Ghz Dual Core Application Processor
• Memory	8 GB Internal Storage
• Communications	Wi-Fi with a/b/g/n Bluetooth
• Camera	3 Megapixel Rear-Facing

Specifications 2017

SMART Dish Guard[®] Wireless Thermometer

Wireless thermometer for temperature monitoring of commercial dish machines. The SMART Dish Guard[®] also features a built in thermistor plate that replicates the surface temperature of dishes, pans, silverware, glasses and other items that are run through any commercial dish machine.



Features

- Monitors dish surface temperatures from the dish machine and sends them to the SMART Command Center[®] for “Real Time” compliance.
- Eliminates the need for manual logging.
- Eliminates manual testing of surfaces with test strips.
- Corrective actions prompted and documented.
- Improves food safety.
- Stores up to 30 days of data in case network or electricity failure.
- Wireless transmission eliminates the need for hard wired installation.

Specifications

• Display	128x32 pixel graphical backlit LCD
• Temperature Range	-40°F to 221°F (-40°C to 105°C)
• Accuracy	+/- 1.0°F (+/-0.5°C) at -4°F to 158°F (-20°C to 70°C)
• Resolution	0.1°F / °C
• Backlight	YES
• F / C	YES
• Sleep Mode	YES
• Max / Min	YES
• Hold	YES
• Distance	5,000 Feet - (Line of Sight)*
• Batteries	3 AA
• Battery Life	12 Months
• Calibration	NA
• Dimensions	5" X .75"
• Weight with Batteries	6.0 oz
• Water Protection Waterproof	Yes: IP66 Waterproof
• Compliances	RoHS / FCC / IC

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Link[®] Wireless Gateway

The wireless gateway located at each site which allows the SMART Guard[®] to communicate to the SMART Command Center[®] (Website).



Features

- AES 128 bit encryption and robust RX filtering.
- Built in secured web GUI for easily making network setting changes.

Specifications

- | | |
|---|---|
| <ul style="list-style-type: none"> • Screen • Back Light • Wired Communication | <p>2x24 Character display with back light
YES, Blue
Ethernet 10/100 Mbps
USB Host x 1, Full speed
USB Device x 1, Full speed
ZigBee (802.15.4)
Cellular (CDMA) Optional Module required for this feature
Wi-Fi (802.11) Optional Module required for this feature
Uses a custom embedded Linux Operating system
DHCP to obtain an IP Address (can be configured to use a static IP Address and a proxy server)
Uses HTTP or HTTPS to communicate to SMART Command Center[®] (Website)
2.4 GHz ZigBee external antenna
5,000 Feet - (Line of Sight)*
Power adapter is included
5.25" X 6.33" X 1.5"
12.4 oz
RoHS / FCC / IC</p> |
| <ul style="list-style-type: none"> • Wireless Communication | |
| <ul style="list-style-type: none"> • Operating System • Configuration | |
| <ul style="list-style-type: none"> • Communication | |
| <ul style="list-style-type: none"> • Antenna • Distance • Power • Dimensions • Weight • Compliances | |

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Passport[®] Range Extender

The wireless gateway located at each site which allows the SMART Guard[®] to communicate to the SMART Command Center[®] (Website).



Features

- Range Extender
- Plug and Play Technology

Specifications

- | | |
|--------------------------|---------------------------------|
| • Wireless Communication | Zigbee (802.15.4) |
| • Antenna | 2.4 GHz Zigbee external antenna |
| • Distance | 5,000 Feet - (Line of Sight) |
| • Power | Power adapter is included |
| • Dimensions | 5.25" X 6.33" X 1.5" |
| • Weight | 12.4 oz |
| • Compliance | RoHS / FCC / IC |

*Actual Communication Distance will depend on RF Environment.

Specifications 2017

SMART Command Center[®] Cloud-Based Dashboard

A secure website used to manage the temperatures collected from both equipment and flow-of-food, along with completed tasks and inspection results.



Features

- The SMART Command Center[®] allows users to see real-time temperatures, completed tasks and completed inspections anywhere internet is available.
- Can view all locations at one time.
- Can generate reports 24/7/365.
- Printable, exportable HACCP / USDA / CDC / JACCO and other compliance data reporting.
- Data search with custom date ranges.
- Preventative Maintenance reports.
- Calibration Logs.
- Task and inspection reports including custom comments and photos.
- Custom menu management (daily, weekly and cycle menu compatibility).
- CFR 21 compliant.

Specifications

- Compatibility
- Viewable
- Data Management
- Users
- Alerts
- Reports
- Serving Calendar
- Task Management
- Inspection / Compliance
- System Management
- Online Training

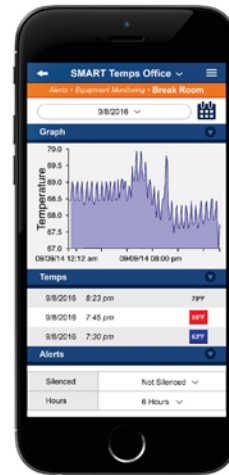
Internet Explorer, Chrome, Firefox and Safari
PC, Apple, Linux, Android and Chrome Book
Information is archived for no less than 7 years.
Multiple levels of security for complete or limited access.
All equipment alerts and responses are documented.
Multiple reports are available for equipment and flow-of-food.
The user can configure daily, weekly or cycle menus which automatically sync with the SMART Shield[®] and SMART Shield[®] Pro.
Task management areas are used to manage and review task performed by employees.
Inspection and Compliance areas are used to create and view customized reports.
System management area is used to create and view customized reports.
System has online training videos, wall charts and full user manual.

Specifications 2017

SMART Touch[®]

Cloud Based Mobile Dashboard

A secure website used to manage the temperatures collected from both equipment and flow-of-food, along with completed tasks and inspection results.



Features

- Mobile Command Center allows users to see real time temperatures, completed tasks and completed inspections anywhere internet is available.
- Can view all locations at one time.
- Can generate reports 24/7/365.
- Data search with custom date ranges.
- Calibration logs
- Viewable Task and Inspection Reports including custom comments and photos.
- CFR 21 compliant

Specifications

- Compatibility
- Data Management
- Users
- Alerts
- Reports

iOS / Android

Information is archived for no less than 7 years.

Multiple levels of security for complete or limited access.

All equipment alerts and responses are documented.

Multiple reports are available for equipment and flow-of-food

Specifications 2017

Calibration Services

SMART Temps offers a full range of NIST Traceable calibration services for its SMART equipment.

Features

- NIST traceable standards
- Compliant to ISO/IEC 17025 standard
- Five data points reported on the Calibration Certificate
- Certificates stored electronically on our SMART Command Center[®]
- Meets or exceeds all FDA and CDC requirements
- Flexible calibration solutions



Why Calibrate?

All sensors, including SMART Temps equipment, drift becoming less accurate as environment, usage, and time takes its toll on them. Some sensors experience little drift while others can drift dramatically during the course of a few months. Calibration reduces the risks associated with measurements, regulatory requirements, and international acceptability. Measurements made with uncalibrated instruments could possibly result in various legal or compliance liability issues. Maintaining a robust measurement management program can save your company thousands of dollars, while keeping your measuring devices in compliance.

SMART Temps Calibration Services

SMART Temps Temperature and Humidity calibration services are NIST traceable, performed in compliance with recognized national and international guidelines. Our calibration standards have been acquired specifically for calibrating our product lineup. SMART Temps standards meet or exceed a 4:1 test uncertainty ratio (TUR), ensuring highly accurate results.* Our SMART Guard[®] patented technology allows for calibration adjustments should a device drift out of tolerance.** All of our calibration certificates meet CDC and FDA requirements, providing evidence the device has been properly calibrated. Calibration data is entered and stored on the SMART Command Center[®] offering a single source system for data retrieval. SMART Temps offers both in-house as well as on-site calibration services. Please contact us for more information.

*Humidity standard TUR is 3:1

**SMART Humidity Guard[®] cannot be adjusted

Specifications 2017

Information Technology Requirements

- Access to the internet
- No computer or server required
- No wiring
- No software to buy, install or maintain

SMART Wireless Technical Operation of SMART Temps

The SMART Link[®] device is based on an ARM9 microprocessor running a modified version of GNU Linux for embedded devices. Viruses for common Windows desktop machines or even for common Linux desktop machines will not execute on the SMART Link[®] due to its ARM (as opposed to x86) based microarchitecture. Viruses targeted at the Linux operating system are rare and viruses targeted at an ARM based Linux environment are extremely rare if even existent.

Communication and Network Interoperability

SMART Temps devices communicate using the ZigBee protocol which is based on the IEEE 802.15.4 wireless communication standard (<http://en.wikipedia.org/wiki/ZigBee>). ZigBee is a low data rate mesh network standard which is NOT compatible with the IEEE 802.11 standard. While SMART devices do communicate in the same frequency band (the license free ISM band) as many Wi-Fi devices (802.11b,g,n) they use vastly different signaling. ZigBee and Wi-Fi networks can safely coexist in the same environment without difficulty but cannot intercommunicate without a bridge device. The data traffic across the SMART wireless network is infinitesimal when compared to the typical data traffic across a typical Wi-Fi link. As such Wi-Fi network performance degradation resulting from the shared frequency band is imperceptible.

Security

The wireless networking protocol of the SMART Temps system is proprietary and NOT based on typical IP type networking (i.e. no TCP, UDP, ICMP, etc.). The SMART Link[®] device is not a Wi-Fi router and does not export internet connectivity to the remote devices in the system. Instead the SMART Link[®] acts as a data collection point - receiving and forwarding information to and from the remote devices using the SMART proprietary protocol. The SMART protocol only defines a limited number of messages, most dealing with the transmission of temperature records and food menu data. Remote devices cannot request connections to arbitrary internet addresses as all communication with the SMART Temps servers is handled by software internal to the SMART Link[®] device and the server URLs are hardcoded. Even if an unauthorized device could gain access to the SMART network it would not pose a security risk to the SMART Link[®] attached network due to the limited protocol through which SMART devices communicate.

Specifications 2017

Ethernet Security

The SMART Link[®] device is based on an ARM9 microprocessor running a modified version of GNU Linux for embedded devices. Viruses and other malware for common Windows desktop machines or even for common Linux desktop machines will not execute on the SMART Link[®] due to its ARM (as opposed to x86) based microarchitecture. Viruses and other malware targeted at the Linux operating system are rare and viruses targeted at an ARM based Linux environment are extremely rare if even existent. Should malicious code targeting a SMART Link[®] device be created in the future it would still be nearly impossible to “infect” a SMART Link[®]. The SMART Link[®] does not accept any incoming TCP or UDP connections with the one exception being SSH (secure shell) session requests. The only Ethernet based server active on SMART Link[®] is an SSH server used for device administration. SSH communicates on TCP port 22 and all SSH sessions require username and password authentication. For added security it is recommended that port 22 of this device not be visible to the internet. All other data traffic to and from the SMART Link[®] device is client initiated requests to the SMART Servers.

Wi-Fi Security

Wi-Fi enabled SMART Link[®] functions as a Client only. It communicates using 802.11 b/g standards and can be configured to connect to any open or secured access points supporting these standards. For a secured connection, WPA, WPA2, WEP encryptions are selectable. The SMART Link[®] does not accept any incoming TCP or UDP connections via Wi-Fi. All other data traffic to and from the SMART Link[®] device is client initiated requests to the SMART Servers.

Cellular Security

Cellular enabled SMART Link[®] communicates via a 2G CDMA network. The spread-spectrum characteristics of Code Division Multiple Access network is secured by spreading the signal using a pseudo-random code. This code makes the spread spectrum signals appear random or have noise-like properties. A receiver cannot demodulate this transmission without knowledge of the pseudo-random sequence used to encode the data. This characteristic also increases CDMA's resilience to jamming. In addition, CDMA network security protocols also rely on a 64-bit Authentication Key and Electronic Serial Number of the mobile. The SMART Link[®] does not accept any incoming TCP or UDP connections via Cellular connection. All other data traffic to and from the SMART Link[®] device is client initiated requests to the SMART Servers.

Backup and Support

- The database is backed up daily with weekly snapshots and there is also a mirrored database in the event that the primary database is inaccessible.
- There is customer support by phone or email.



Specifications 2017

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