

# TIPS VENDOR AGREEMENT

Between PLATINUM Visual SYSTEMS and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS) For RFP 180305 Furniture, Furnishings and Services (2)

### General Information

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

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

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

A Purchase Order, Agreement or Contract 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 to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## Warranty Conditions

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

## Customer Support

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

## Agreements

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

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

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

## Tax exempt status

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

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### **Assignments of Agreements**

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

### **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 Members in the TIPS program.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for a two (2) year term with an option for renewal for additional one (1) consecutive year. 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. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

## **Shipments**

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

## **Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, 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 and the TIPS Member.

## **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

## **Pricing**

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

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

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

## **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement.

Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

### **State of Texas Franchise Tax**

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

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the 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 or services already on Agreement at any time.

### **Purchase Order Pricing/Product Deviation**

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

### **TIPS Member Purchasing Procedures**

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

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

### **Form of Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

### **Licenses**

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

### **Novation**

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

**Site Requirements (when applicable to service or job)**

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

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

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

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

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

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

**Smoking**

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

**Marketing**

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

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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.

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### **Survival Clause**

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

### **Legal obligations**

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

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

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

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general  
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scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

### **Scheduling of Projects**

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

### **Support Requirements**

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

### **Incorporation of Solicitation**

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same 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.

**SECTION HEADERS OR TITLES**

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

**NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.**

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686.  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

**Insurance Requirements**

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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/Contracts 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 1<sup>st</sup> 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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Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

# TIPS Vendor Agreement Signature Form

RFP 180305 Furniture, Furnishings and Services (2)

Company Name Platinum Visual Systems

Address 1451 East 6th Street

City Corona State CA Zip 92879

Phone 951-817-2200 Fax 951-817-9900

Email of Authorized Representative tbrantley@pvsusa.com

Name of Authorized Representative Timothy R. Brantley

Title Vice President Sales & Marketing

Signature of Authorized Representative 

Date March 27, 2018

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/25/18

# 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 VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address	
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact	
Phone	(903) 575-2689 x	Department		Department	
Fax		Building		Building	
Bid Number	180305	Floor/Room		Floor/Room	
Title	Furniture, Furnishings and Services (2)	Telephone	+1 (866) 839-8477 x	Telephone	
Bid Type	RFP	Fax	+1 (866) 839-8472 x	Fax	
Issue Date	3/1/2018 08:04 AM (CT)	Email	bids@tips-usa.com	Email	
Close Date	4/30/2018 03:00:00 PM (CT)				

## Supplier Information

Company	Platinum Visual Systems (ABC School Equipment Inc.)
Address	1451 East 6th Street  Corona, CA 92879
Contact	Timothy R Brantley
Department	
Building	
Floor/Room	
Telephone	(951) 817-2200 x234
Fax	(951) 817-9900
Email	tbrantley@pvsusa.com
Submitted	4/14/2018 12:40:46 PM (CT)
Total	\$0.00

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

Signature Timothy R Brantley

Email tbrantley@pvsusa.com

## Supplier Notes

## Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170302 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. The ultimate termination date for both is the same.

## 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 <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> 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.)	PVS a worldwide leader in visual display products. Featuring Polyvision e3 CeramicSteel surface markerboards, chalkboards, tackboards and sliding display systems, all with lifetime warranty. Innovating Floor to Ceiling marker walls and extreme use mobile fixed and reversible markerboards are also available. Trophy and Display cases. Design services and custom capabilities. A Division 10 specified product proudly manufactured in America since 1964.
6	Primary Contact Name	Primary Contact Name	Timothy R Brantley
7	Primary Contact Title	Primary Contact Title	Vice President Sales
8	Primary Contact Email	Primary Contact Email	tbrantley@pvsusa.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518172234
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518179900
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2692141630
12	Secondary Contact Name	Secondary Contact Name	Tracey Day
13	Secondary Contact Title	Secondary Contact Title	Customer Care Specialist
14	Secondary Contact Email	Secondary Contact Email	tday@pvsusa.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518172221
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518179900
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Timothy Brantley
19	Admin Fee Contact Email	Admin Fee Contact Email	tbrantley@pvsusa.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518172234
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Tracey Day
22	Purchase Order Contact Email	Purchase Order Contact Email	tday@pvsusa.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9518172221
24	Company Website	Company Website (Format - www.company.com)	www.pvsusa.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	95-2649215
26	Primary Address	Primary Address	1451 East 6th Street
27	Primary Address City	Primary Address City	Corona
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	CA
29	Primary Address Zip	Primary Address Zip	92879
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.)	Platinum Visual Systems, Whiteboards, Chalkboards, Tackboards, Bulletin Boards, Display Cases, Markerboards, DTS, BTS, WTS, Sliding Units, Polyvision
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	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?	Corona
34	Company Residence (State)	Vendor's principal place of business is in the state of?	CA
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) 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."	(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	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	15%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will	Yes



not be considered.

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	54
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (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.	Yes
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)

50 Texas HB 89- Texas Government code §2270 compliance Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.

FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.

I swear and affirm that the above is true and correct by a "YES" response.

51 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?

52 Filing of Form CIQ If yes (above), have you filed a form CIQ as directed here?

53 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

54 Regulatory Standing Regulatory Standing explanation of no answer on previous question.

55 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:

1. By agreeing to the Attribute question #56, the vendor and prospective lower tier participant is providing the certification set out herein 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.

57 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.

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

58 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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](mailto: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) All U.S. Departments, including the USDA are 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 and all other applicable laws and regulations.

59 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 are the subgrantee or Subrecipient by definition. Most of the provisions 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. Others are included within 2 CFR part 200 et al.

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.

60 2 CFR PART 200 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 the 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

61 2 CFR PART 200 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 the 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

62	2 CFR PART 200 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 the Clean Air Act, et al 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 comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 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 the 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 during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
64	2 CFR PART 200 Federal Rule	<p>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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with 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>	No
66	Indemnification	<p>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."</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



67 Remedies	<p>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.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
68 Remedies Explanation of No Answer		
69 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

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?

- 71 Alternative Dispute Resolution No  
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.  
Do you agree to these terms?
- 72 Alternative Dispute Resolution Explanation of No Answer
- 73 Infringement(s) Yes, I Agree  
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.  
Do you agree to these terms?
- 74 Infringement(s) Explanation of No Answer
- 75 Acts or Omissions Yes, I Agree  
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?
- 76 Acts or Omissions Explanation of No Answer
- 77 Contract Governance Yes  
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.

78 Payment Terms and Funding Out Clause

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

Yes

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

79 Insurance and Fingerprint Requirements Information

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

Fingerprint  
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>  
If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and  
(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.  
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Introduction: Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school:

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

81 Solicitation Deviation/Compliance

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

82 Solicitation Exceptions/Deviations Explanation	<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>	
83 Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	No
84 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>	
85 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

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Line Items

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Response Total: \$0.00

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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
A. Bargas & Associates-Tuloso Midway ISD	Chico Bargas	abargasco@abargasco.com	210-344-2821
Indeco Sales-Belton High School	Patrick O'Neal	patrick.oneal@indecosales.com	254-791-6913
Mission City Specialty-Bradley MS	Matt Lasswell	matt@mcspecialty.com	210-494-5513
National Heritage Academy	Angela Wilbur	awilbur@heritageacademies.com	616-222-1700
Griesenbeck Architectural-Lake Creek HS	Michael Bertoncini	michaelb@griesenback.com	713-791-3287
El Paso Automated-Thomas Manor ES	David Vega	automatedsys@aol.com	915-590-1992
EdDepot-San Perita ISD	Alan Clarke	aclarke@eddepotinc.com	866-736-2012
Fleetwood Group	Jerry Kortman	jkortman@fleetwoodgroup.com	616-820-8259
Elkhart Community Schools	Dr. Robert Woods	rwoods@elkhart.in.us	574-262-5532
Salt Lake City Schools	Robert Olsen	robert.olsen@slcschools.org	801-886-8929

**Bidder:**  
Platinum Visual Systems  
1451 East 6th Street  
Corona, CA 92879  
Tim Brantley-951-817-2234

Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

Authorized Reselling Company Name	Full Address	Main Phone	Contact	Contact Email	Website	
180 Office Solutions	2011 Lamar Ste. B	Round Rock TX 78664	512-517-9590	Wyatt Russell	wyatt@180office.com	www.180office.com
1st Class Solutions	5121 69th Ste. 709B	Lubbock TX 79424	806-771-4888	Calvin Sechrist	clavins@firstclassolutions.com	www.1stclassolutions.com
A&W Office Supply	222 S. Staples	Corpus Christi TX 78401	361-883-6784	Wes Wittner	wwittner@awoffice.com	www.awoffice.com
A. Bargas & Associates	10622 Guadalupe Street	San Antonio TX 78279	210-344-2821	Kody McGinnis	kmcginnis@abargasco.com	www.abargasco.com
Abilene Printing	1274 N. Second	Abilene TX 79601	325-677-2673	Harlan Owen	howen@abileneprinting.com	www.abileneprinting.com
Ables Land	428 S Fannin	Tyler TX 75711	903-593-8407	Cody Ables	cody@ablesland.com	www.ablesland.com
Alamo Classroom Solutions	8209 Roughrider Drive #1000	Windcrest TX 78239	210-5901-520	Miriam Guzman	mguzman@alamocrosolutions.com	www.alamocrosolutions.com
Armstrong Office Concepts	1500 North I-35 Ste 114	Carrollton TX 75006	469-568-6648	Julie Armstrong	juliea@armstrongofficeconcepts.com	www.armstrongofficeconcepts.com
Austin Business Furn.	4030 W. Braker Lane	Austin TX 78759	512-617-4349	Jay Femal	jfemal@abfurn.com	www.austinbusinessfurniture.com
Barnett Furniture Solutions	8546 Broadway	San Antonio TX 78217	210-854-4277	Evan Barnett	evan@bfsitx.com	www.barnettfurniture.com
Bauhaus	1645 Stemmons Fwy Ste A	Dallas TX 75207	214-200-0222	Ron Welch	rwelch@bauhausinteriors.com	www.bauhausinteriors.com
Bishops Office Needs	16810 Barker Springs Rd	Houston TX 77084	281-578-9177	Steve Berdini	steve@bishopsaves.com	www.bishopsaves.com
BPSI	1616 Bassett Ave.	El Paso TX 79901	915-544-8710	Dave Horsley	dhorsley@riograndebpsi.com	www.riograndebpsi.com
Broussard Group	3559 Beljourn Lane	San Antonio TX 78219	210-224-6220	Bret Broussard	bbroussard@broussardgroup.com	www.broussardgroup.com
Built for Dreams	3416 Joliet Ave.	Lubbock TX 79413	806-771-6806	Alicha Gregg	ajgregg@builtfordreams.com	www.builtfordreams.com
Business Interiors	1111 Valley View Ln	Irving TX 75061	817-858-2000	Sally Smith	ssmith@businessinteriors.com	www.businessinteriors.com
Business Interiors	26 Concord Ste. C	El Paso TX 79906	915-591-9393	Ed Howell	ed@businessinteriors-ep.com	www.businessinteriors-EP.com
Carrolls Office Furniture	5615 S Rice	Houston TX 77081	713-667-6668	Frank Carroll	fcarrroll@carrolls.com	www.carrolls.com
City Office Supply	4202 Telephone Road	Houston TX 77087	713-644-5371	Mike McCain	mike@cityofficesupply.com	www.cityofficesupply.com
Coastal Office Products	1514 N. Ben	Victoria TX 77903	361-578-5392	Linda Cooper	linda@coastaltx.com	www.coastaltx.com
Contract Resource Group	7108 Old Katy Road Ste 150	Houston TX 77024	281-787-8340	Jamie Ward	wardj@croffice.com	www.crgoffice.com
Creative Office	812 Live Oak	Houston TX 77003	713-237-9220	Todd Amos	tamos@cofi.com	www.creativeofficefurniture.com
Dallas Desk	15207 Midway Road	Addison TX 75001	972-788-1802	Dennis Stein	Dennis@dallasdesk.com	www.dallasdesk.com
Dawn Henderson & Associates	1330 Tuttle Creek Blvd	Dallas TX 75207	214-923-8778	Dawn Henderson	dhenderson2hendersoninteriors.com	www.hendersondesignstudio.com
DC Interiors	6896A Alamo Downs	San Antonio TX 78238	210-591-9900	Jessica Cevallos	jessica@dcoffice.com	www.dcoffice.com
Eagle Office Products	221 Texas Ave. Ste. B	Round Rock TX 78664	512-388-1188	Jay Hoffman	jay@eagleop.com	www.eagleop.com
Edge Office Products	1909 Judson Road	Longview TX 75605	903-758-0777	Shawn Peloquin	spelouquin@edgeop.com	www.edgeop.com
Educators Depot	17424 West Grand Pkwy Ste 206	Sugar Land TX 77479	866-736-2012	Alan Clarke	aclarke@eddepotinc.com	www.eddepotinc.com
El Paso Office Products	1550 Lionel	El Paso TX 79936	915-593-9000	Lynette Brown	lbrown@elpasop.com	www.elpasop.com
Espacios	7913 McPherson Rd.	Laredo TX 78041	956-791-7183	Esther Rodriguez	erodrigues@espaciosonline.com	www.espaciosonline.com
Executive Office Supply	3312 Santa	Laredo TX 78040	956-722-6791	Jorge Gonzalez	jorge@executiveofficesupply.com	www.executiveofficesupply.com
Firmins Office City	2217 State Line Ave	Texarkana TX 75503	903-793-5566	Ronnie Firmin	ronnie@firmins.com	www.firmins.com
FMG	6100 West Plano Pkwy Ste 1400	Plano TX 75093	214-556-4700	Sean Corrinton	sean@fmgi.com	www.fmgi.com
FRI-Texas	11100 Metric Bldg 7 Ste 450	Austin TX 78758	512-371-1232	Darren Ross	dross@fri-texas.com	www.fri-texas.com
Front Desk Office Furniture	10401 Harry Hines Blvd	Dallas TX 75220	214-904-9045	Chelsea Crisford	cc@frontdeskdallas.com	www.frontdeskdallas.com
Furniture By William Webb	2130 Kings Road	Carrollton TX 75007	214-483-3476	William Webb	furniturebywilliam@gmail.com	www.furniturebywilliamwebb.com
Furniture For Business	4801 Friedrich Lane	Austin TX 78744	512-833-9000	Brad Wells	brad@furnitureforbusiness.com	www.furnitureforbusiness.com
Furniture Solutions Now	1505 Oak Lawn Ste 100	Dallas TX 75207	214-879-0500	Mike Monette	mmonette@tospartners.com	www.furnitureolutionsnow.com
G&S Office Designs	6425 Polaris Ste. 7	Laredo TX 78041	956-722-1772	Ron Levy	rlevy1@swbell.net	www.gateway.com
Gateway Printing	315 S. Closer	Edinburg TX 78539	956-383-3861	Larry Talbert	larry@gateway.com	www.gateway.com
Gateway Printing	4934 Greenwood	Corpus Christi TX 78416	361-225-0772	John Okoniewski	okie@gateway.com	www.gateway.com
Gateway Printing	11889 Starcrest Dr.	San Antonio TX 78247	210-650-3995	Lin Miller	lin@gateway.com	www.gateway.com
General Office Supply	1020 W. 8th	Amarillo TX 79105	806-373-2877	Tim Cox	tcow@general-officesupply.com	www.general-officesupply.com
GI Seaman Co.	4201 International Pkwy	Carrollton TX 75007	214-764-6400	Ashley Lowrance	alowrance@gisc.com	www.gisc.com
Graham Data Supplies	509 S. Johnson	Amarillo TX 79101	806-324-4300	Rayne Collingsworth	rcollingsworth@grahamdata.com	www.grahamdata.com
Greenwood Office Outfitters	2951 Suffolk Dr Ste 640	Ft Worth TX 76133	817-926-0281	George Wood	gwood@greenwoodoffice.com	www.greenwood.com
Hallmark Office Products	5650 Guhn Road Ste 124	Houston TX 77040	713-688-1333	John Crawford	jcrawford@hallmarkoffice.com	www.hallmarkoffice.com
Heightz Office Products	9901 Broad	San Antonio TX 78217	210-882-9671	Ed Zuzula	ed@heightzop.com	www.heightzofficeproducts.com
Hernandez Office Supply	119 17th Street	Nederland TX 77627	409-724-0135	Christy Williams	christy@hernandezsupply.com	www.hernandezofficesolutions.com
Hurricane Office Supply	1407 E. FN 1585	Lubbock TX 79423	806-749-3200	Dean Trew	dtrew@tins-online.net	www.hurricaneprinting.net
Indeco Sales	3225 SE Loop 289	Lubbock TX 79404	806-745-6161	Herb Youngblood	herb.youngblood@indecosales.com	www.indecosales.com
Indeco Sales	805 E. 4th Ave.	Belton TX 76513	800-692-4256	Kevin Goldston	kevin.goldston@indecosales.com	www.indecosales.com
Indoff	3550 Lee Blvd.	El Paso TX 79936	915-355-0120	Kim Gregory	kim.gregory@indoff.com	www.indoff.com
Indoff	308 Laguna St.	Victoria TX 79004	361-572-8919	Sheila Hoffman	sheila.hoffman@indoff.com	www.indoff.com
Integrity Furniture	1011 West Loop 281 Ste 4	Longview TX 75604	888-600-8639	Drew Coleman	dcoleman@integrityfurniture.com	www.integrityfurniture.com
Interior Resources	1444 Oak Lawn Ave. Ste 301	Dallas TX 75207	972-619-7400	Jeff Blue	jeff@interiorresourcesdfw.com	www.intr.biz
J. Tyler Furniture	5920 Milwee	Houston TX 77092	713-468-2166	Gary Longbotham	longbotham@jtyler.com	www.jtyler.com
Ledwell Office Solutions	3200 Court Street	Texarkana TX 75501	903-794-3113	Lauren Layne	llayne@osource.net	www.ledwelloffice.com
Lone Star Furnishings	4301 Reeder Road #100	Carrollton TX 75010	972-446-9100	Brad Jones	brad@lonestarfurnishings.com	www.lsfurnishings.com
Mannings Office	1510 N. 7th Street	Beaumont TX 77703	809-899-1122	Jim Mathison	jimm@manningssupply.com	www.manningssos.com
Martins Office Supply	822 West Pearl	Grandbury TX 76048	817-573-2694	Bill/Cody Martin	bmartin@mosdirect.com	www.mosdirect.com
McCoy-Rockford	211 E. Riverside Dr.	Austin TX 78704	512-442-0703	Elizabeth Frey	efrey@rockford-texas.com	www.mccoy-rockford.com
McKinney Office Supply	117 W Louisiana Street	McKinney TX 75069	972-424-8561	Richard Ruschhaupt	richard@planoofficesupply.com	www.mckinneyofficesupply.com
Midwest Office Supply	1801 Austin Street	Wichita Falls TX 76701	940-761-3275	Richard Finn	richard.finn@mofsupply.com	www.mofsupply.com
Monarch Office Furniture	2202 113th Street Ste 114	Grand Prairie TX 75050	972-314-9337	Carla Cavallo	carla@monarchofficefurniture.com	



Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

Moore Office Supplies	104 W. 24th St.	Big Spring	TX	79720	432-714-4780	Jimmy Moore	jmoore@ccr.com.net	www.getmooresupplies.com							
Nelson Interiors	1914 Grandstand Dr.	San Antonio	TX	78238	210-684-2624	Emily Howard	emily@nelsoninteriors.com	www.nelsoninteriors.com							
Oak Cliff Office Products	1876 Lonestar	Dallas	TX	75212	214-943-7421	Ken Caldwell	ken@ocpexpress.com	www.ocpexpress.com							
OFCO Office Furniture	200 West Rosedale Street	Ft Worth	TX	76104	817-877-0708	Larry Locke	ofco@sbcglobal.net	www.ofcoinc.com							
Office Equipment Center	1010 Lamar	Paris	TX	75460	903-784-6604	Connie Porterfield	connie@oeParis.com								
Office Furniture Connection	1910 Old Denton Drive	Carrollton	TX	75006	972-245-4945	Susie Anderson	sandersonok@mns.com	www.usedofficefurnishing.com							
Office Furniture Interiors	1901 Shipman	San Antonio	TX	78219	210-444-1376	Chris Magers	cmagers@officefurnitureinteriors.com	www.officefurnitureinteriors.com							
Office Furniture Source	4545 Spring Valley	Farmers Branch	TX	75244	972-242-1799	Mark Zagurski	markz@officefurnituresource.biz	www.officefs.com							
Office Pavillion	10030 Bent Oak	Houston	TX	77040	713-803-0000	Mollie Ellerkamp	mellerkamp@ophouston.com	www.ophouston.com							
Office Resource Center	10751 Sentinel	San Antonio	TX	78217	210-650-5002	Craig Veltri	www.officesoucecenter.com	www.officesourcecenter.com							
Office Resource Group	1735 West Crosby Road Ste 100	Carrollton	TX	75006	214-832-3375	Ross Lowe	ross@orgdesk.com	www.officesourcegroup.com							
Offcemakers	2005 Katyland Drive	Katy	TX	77493	713-461-1277	Thomas Akerman	thomas@offcemakers.com	www.offcemakers.com							
Officewise Furniture	735 S. Mesa Hills Dr.	El Paso	TX	79912	915-544-6767	Betty Ramos	bramos@officewiseco.com	www.officewiseco.com							
Officewise Furniture	1200 S. Taylor	Amarillo	TX	79101	806-372-2236	Cathryn Dail	cdail@officewiseco.com	www.officewiseco.com							
Officewise Furniture	1212 Avenue J	Lubbock	TX	79401	806-766-8888	Andrea Wade	awade@officewiseco.com	www.officewiseco.com							
Officewise Furniture	2310 W. Michigan	Midland	TX	79701	432-617-0095	Larry Nelson	lnelson@officewiseco.com	www.officewiseco.com							
Officewise Furniture	5229 Beverly Drive	San Angelo	TX	76904	512-627-8323	Chelsea Stephenson	cstephenson@officewiseco.com	www.officewiseco.com							
Office Furniture Team	4202 Lindbergh	Addison	TX	75001	972-503-8326	Brad Richardson	brichardson@otoffice.com	www.otoffice.com							
OFUSA	1008 A E. Pecan	McAllen	TX	78501	956-972-0791	Dale Winter	dbwmasterofdelight@ofusargv.com	www.ofusargv.com							
O'Kelley Office Supply	290 Cypress Street	Ablene	TX	79601	325-673-6422	Frank Reyna	ofusa@okelleys.com	www.okelleys.com							
Perry Office Plus	1401 N. Third St.	Temple	TX	76501	254-778-4755	Jessica Speer	jessica.speer@perryop.com	www.perryop.com							
Plano Office Supply	705 Ave K	Plano	TX	75074	972-424-8561	Richard Ruschhaupt	richarr@planoos.com	www.planoofficesupply.com							
Preferred Business Solutions	1701 West Walnut Hill Lane	Irving	TX	75038	214-358-1200	Brad Davis	bradd@popexpress.com	www.pbsoffer.com							
Royer & Schutts	200 Bailey Ave Ste 300	Ft Worth	TX	76107	817-332-5424	Honor Rowe	honor@royer-furn.com	www.royer-schutts.com							
Schulenburg Printing	705 Upton	Schulenburg	TX	78956	979-743-4511	Chris Proskie	chris@schulenburgprinting.com	www.schulenburgprinting.com							
Shelton Keller Group	6301 E. Slassney Lane	Austin	TX	78701	512-481-1500	Diana Keller	dkeller@skg.texas.com	www.sheltonkeller.com							
Smarterking Business	2525 West Belfort Ste 110	Houston	TX	77054	713-529-8898	Leroy Jones	leroy@smarterkingtx.com								
South Texas School Furniture	107 North Main	Hallettsville	TX	77964	800-353-3685	Alan Jirkovsky	alanj@txschoolfurniture.com	www.southtexaschoolfurniture.com							
SPC Office Products	322 N. Main Street	Guymon	OK	73942	580-338-3418	Jeff Jamieson	jeff@spcop.com	www.spcop.com							
SPC Office Products	515 Dumas Ave.	Dumas	TX	79209	806-935-3225	Tina Saenz	tinas@spcop.com	www.spcop.com							
SPC Office Products	221 Denver	Dalhart	TX	79022	806-244-2947	Amanda Sundvahl	amandas@spcop.com	www.spcop.com							
Tejas Office Products	1225 West 20th Street	Houston	TX	77008	713-802-4553	Lynette Read	lynetter@tejasoffice.com	www.tejasoffice.com							
Terrell OFC Products	115 West Moore	Terrell	TX	75160	972-536-7661	Kenneth Williams	kenneth.williams@terreloffice.com	www.firmsins.com							
Texas Furniture Source	14560 Midway Road	Farmers Branch	TX	75244	972-490-0456	Ron Parr	rptexasfurniture@sbcglobal.net	www.texasfurnituresource.com							
Texas Wilson	6812 Fairgrounds Parkway	San Antonio	TX	78238	210-889-9919	Mike Luna	mluna@texaswilson.com	www.texaswilson.com							
The Office Center	1610 Hwy 259N Ste A	Kilgore	TX	75662	903-984-4052	Ricky Ables	rables@theofficecenterkilgore.com	www.theofficecenterkilgore.com							
The Spencer Company	150 Turtle Creek Ste 250	Dallas	TX	75207	214-720-0345	Jason Smith	jason@spencer-furniture.com	www.spencerandco.com							
TLC Office Systems	8711 Fallbrook Drive	Houston	TX	77043	713-695-3900	Michelle Kercho	mkercho@tlcofficesystems.com	www.tlcofficesystems.com							
Topp Office	440 N Eastman Ste F	Lonview	TX	75601	903-753-2662	John Durst	john@toppoffice.com	www.toppoffice.com							
Total Office Solutions	1601 N. Lee	Odessa	TX	79761	432-332-0807	Donna Wallace	donnac@totalofficesolution.biz	www.totalofficesolutions.biz							
Total Office Solutions	3721 Franklin Ave.	Waco	TX	76710	254-235-8200	Bobby Sterling	total_office@grandcom.net	www.mytotaloffice.com							
Turnkey Project Services	15000 Grand River Rd Ste 111	Ft Worth	TX	76115	817-633-3030	Chris Matthews	chris@turnkeyprojectservices.com	www.turnkeyprojectservices.com							
Vanguard Environments	7026 Old Katy Rd Ste 260	Houston	TX	77024	713-871-8686	Gayle Smith	gayle@vanguardenvironments.com	www.vanguardenvironments.com							
West Office Interiors	2 So. Chabourne	San Angelo	TX	76903	325-656-9403	JayWest	jay@westofficetx.com								
Wilson Office Interiors	1445 Oak Lawn Ste 105	Dallas	TX	75207	972-488-4100	John Young	jyoung@wilsonoi.com	www.wilsonoi.com							
Wittigs	223 N. Chaparral St.	Corpus Christi	TX	78401	361-882-3456	Janet Maxwell	maxwell@bitexas.com	www.bitexas.com							
Wittigs Office Interiors	2013 Broadway	San Antonio	TX	78215	210-270-0100	Juan Mata	juan.mata@wittigs.com	www.wittigs.com							
Workplace Resource Group	2639 E Rosemeade Pkwy	Carrollton	TX	75007	972-446-9100	Kevin Moreno	kmarino@wrgtexas.com	www.wrgtexas.com							
Workplace Solutions	251 N. Harwood Ste 300	Dallas	TX	75201	214-741-9567	Randy King	randyk@wpsolutions.com	www.wpsolutions.com							
Workspace Solutions	3660 Thousand Oaks	San Antonio	TX	78247	210-366-4414	Mike Schiller	mike@tworkspacesolutions.com	www.tworkspacesolutions.com							
Xpress Business Products	4540 S. Pinemont Dr	Houston	TX	77041	281-953-9230	Ray Farashah	rayexpressbp@yahoo.com	www.xpressbp.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.

**Platinum Visual Systems**

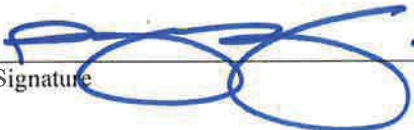
Name of Organization

1451 East 6th Street Corona, CA 92879

Address, City, State and Zip of Organization

**Gary P. Stell, Jr. President**

Name & Title of Submitting Official

Signature 

May 15, 2018

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Gary P. Stell, Jr.  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

OR

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

Signature of Authorized Company Official:  \_\_\_\_\_

OR

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

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

You may attach another sheet

Signature of Authorized Company Official: \_\_\_\_\_

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,  
THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF  
PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Platinum Visual Systems  
(Name of Corporation)

I, Gary P. Stell, Jr. certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

Timothy R. Brantley  
(Name of person who completed proposal document)

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

Vice President Sales & Marketing  
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

  
SIGNATURE

May 15, 2018  
DATE

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

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

**1. Will you be subcontracting any of your work under this award if you are successful?**

(Check one)

YES or NO

**2. If yes to #1, do you agree to comply with the following federal requirements?**

(Check one)

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name Platinum Visual Systems

Print name of authorized representative Gary P. Stell, Jr.

Signature of authorized representative 

Date May 15, 2018

### Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, Timothy R. Brantley as an authorized representative of

Platinum Visual Systems, a contractor/vendor  
Insert Name of Company

engaged by

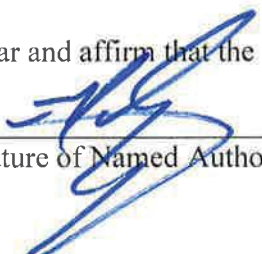
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

May 15, 2018  
Date

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.

**If you claim that parts of your proposal are confidential, complete the top section below.**

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

\_\_\_\_\_  
**Name of company claiming confidential status of material**

\_\_\_\_\_  
**Printed Name and Title of authorized company officer** claiming confidential status of material

Address	City	State	ZIP	Phone
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ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature \_\_\_\_\_ Date \_\_\_\_\_

OR \_\_\_\_\_

If you **do not** claim any of your proposal to be confidential, complete the section below only.

**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.

\_\_\_\_\_  
Gary P. Stell, Jr. President & CEO

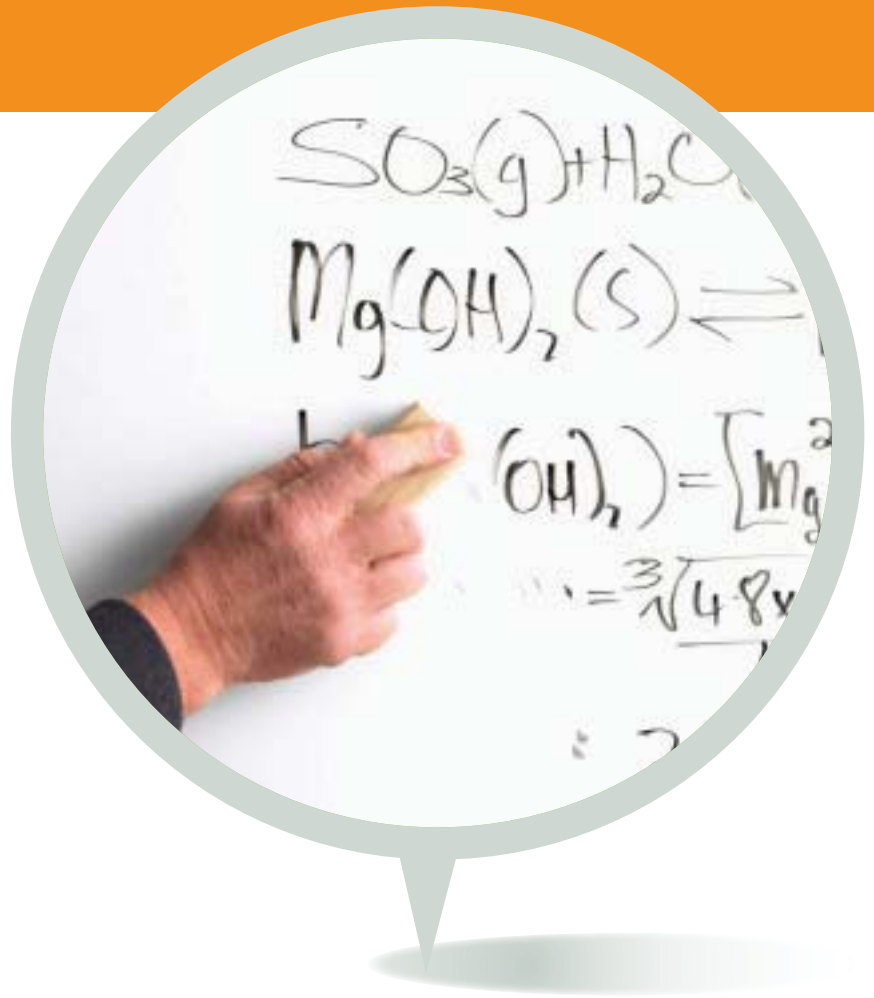
**Printed Name authorized company officer** Title of authorized company officer

1451 East 6th Street Corona, CA 92879 951-817-2200

Address City State ZIP Phone

Signature  Date **5.15.18**

# Warranty and Care: Platinum Warranty Overview



## Our Promise

For the lifetime of the original installation, Platinum Visual Systems warrants that the porcelain-on-steel finish, under normal conditions of use, shall not exhibit excessive fading of color, crazing, cracking or flaking. Platinum Visual Systems warrants the following products for ten years from the date of sale: Colored Cork Tackboards; Vinyl Tackboards; Fabric Tackboards; Natural Cork Tackboards; and Cork Roll Stock. Our obligation under these warranties is limited to supplying, free of charge, new products for the defective goods, or at our option, refunding the purchase price thereof, with due allowance made for the service rendered by such products. All products are sold and warranted only pursuant to our published terms and conditions of sale. We are not responsible to the user for any consequential, incidental or special damage resulting from improper use or installation. Platinum Visual Systems reserves the right to modify or discontinue any of our warranted products. Warranty does not cover the cost, removal or reinstallation.







# PLATINUM

VISUAL SYSTEMS



The Claremont Colleges  
Claremont, CA

# The Perfect Solution

From Concept To Completion



The Claremont Colleges is a consortium of five undergraduate liberal arts colleges, two graduate institutions, and Claremont University Consortium located in Claremont, California. Two of the undergraduate colleges are Pomona College, the founding member of The Claremont Colleges, and Harvey Mudd College, a liberal arts college of science, engineering, and mathematics. In total the consortium has 7,700 students and 3,600 faculty and staff, located on more than 560 acres of land.

### Harvey Mudd College Begins Work on a New Learning Center

Harvey Mudd College tasked Boora Architects to design the new Shanahan Center for Teaching and Learning, containing technology-rich classrooms, meeting rooms, faculty offices, and a 300-person lecture hall for use by all science and engineering disciplines. The center was developed and refined via a highly collaborative process with faculty,

staff, administration, and students. Additionally, the project's design aimed to exceed the criteria of the President's Climate Commitment. This commitment requires all new campus construction meet the U.S. Green Building Council's LEED Silver standard or its equivalent. The Shanahan Center targeted LEED Gold certification.

### The Challenge

A key aspect of the project was the lecture hall. At the heart of this teaching space was the need for large vertical sliding chalkboards to be used by instructors during lectures and visible by all 300 attendees. The boards would need to easily slide up and down a track and cover the massive front wall in the lecture hall. MATT Construction, the General Contractor on the project, contacted Platinum Visual Systems to help design a solution that would be sizable enough, easy to use, and energy efficient—a tall order!



### Platinum Delivers a Mammoth Solution

After collaboration with Boora Architects and MATT Construction, Platinum designed three 10' wide and 18' tall motorized vertical sliding chalkboards on three tracks. The solution also had custom limit switches to stop the panels precisely where the user wanted. This required redesigning the motor manifold to satisfy the demands of moving such expansive boards efficiently. Moreover, the vertical sliding boards were SCS Certified Indoor Advantage Gold. The solution delivered on size, function, and efficiency.



Custom Sliding-Boards Control

The installation of the final product required coordination with the electrical contractor and needed to be delivered in a tight time frame to keep the project on track. Platinum was able to accommodate not only the modifications necessary to produce sliding boards of such large size, but was able to complete the design, manufacturing, and installation of the boards on time and on budget.

### Inspiring Results

The lecture hall, arguably the crowning jewel of the new Shanahan Center, now has a functional and elegant teaching tool at its focal point. In total the center is a modern and architecturally inspiring 70,000-square-foot academic building, providing flexible and technologically-advanced classrooms. Construction finished in July of 2013, and the first classes were held a few months later in September. The new building is a big hit with student and faculty.

"I really like the teaching space," said Ivan Wong, a 22-year-old engineering major at Harvey Mudd. "We have new whiteboards all around. I really like that fact. It's just more suited for a classroom learning experience. The new building is fantastic for that." (qtd. in Daily Bulletin)

Denny Endricks, Field Superintendent for Platinum, said, "Everyone involved did their part, and when it was complete I think it came out great."



## Pomona College Follows Suit

Five months after the project at Harvey Mudd concluded another college in the consortium had plans to upgrade its facilities. The administration was particularly concerned with designing a new space that would last for years to come. Pomona College hired EHDD to update Millikan Laboratory, a 75,000 sq. ft space which includes teaching and specialized physics laboratories, machine shops, a computer lab, teaching spaces, faculty and administrative offices, and a student lounge. In addition to new classrooms, labs, and offices, the building features a ground floor colloquium for 80 - 100 students.

## A Similar Solution

Like the larger lecture hall at Harvey Mudd, the 100-seat colloquium at Millikan needed vertical sliding boards to help faculty and guest lecturers provide visuals. Platinum designed three 8' wide and 10' tall motorized vertical sliding markerboards on two tracks. The boards have a Writanium® porcelain steel writing surface with a lifetime warranty and an aluminum frame finished in clear satin anodized. Additionally, Platinum was able to further redesign the motorized boards to reduce the amount of vibration and create a quieter unit.

## Another Uplifting Result

The new Millikan Laboratory enables the school's 21st century teaching aspirations with active learning, collaborative classrooms, and a lecture hall featuring Platinum Visual Systems' vertical sliding whiteboards. The result is an eye-catching teaching tool that will last for years to come and keep up with repeated use as the college strives to enable students now and in the future. Brian Faber, Project Manager



Custom Sliding-Boards  
Counter Weight

“...THEY REALLY  
**Maximize**  
THE **SPACE.**”  
~Brian Faber  
POMONA COLLEGE PROJECT MANAGER

at Pomona College said, “Everyone enjoys using the whiteboards; they really maximize the space.”

The Platinum Visual Systems delivered great products for the Claremont Colleges, and David Springstun, Platinum Project Manager for both colleges, said, “I am proud to be a part of the end result”—a sentiment echoed by the entire Platinum team.

### PROJECT:

Shanahan Center for Teaching & Learning  
Millikan Laboratory  
Claremont, CA

### OWNERS:

Harvey Mudd College  
Pomona College

### ARCHITECTURE FIRM:

Boora Architects, Portland, OR  
EHDD, San Francisco, CA

### GENERAL CONTRACTOR:

MATT Construction  
Santa Fe Springs, CA

### CSI INFORMATION:

10 11 00 Visual Display Boards



**Eye-catching Results**

The display cases were a huge success! Michael Chewning praised, "I was very pleased with the custom oversized cases and sliding doors. Platinum customized them to fit what we needed." Dorman High School has filled the cases with trophies, memorabilia, performance costumes, and student artwork. Dorman's Director of Building, Mark Kirkland reported, "We are very happy with the cases. They are really noticeable when you walk in the building. People stop to admire the art inside."



“THE **FIXED GLASS**  
on TOP & BOTTOM adds  
a **Touch of class.**”

Platinum Visual Systems took Michael Chewning's vision for eye-catching display cases and made it a reality. The entire Platinum team was involved in making this project a success. Bob Chase, Platinum Vice President of Operations said, "I am proud of our Platinum team. We all came together to make sure this project was produced, shipped, and installed correctly. The cases turned out beautifully. The fixed glass on top and on bottom really add a touch of class. These will be admired and used by others for a long time."



Dorman High School - Roebuck, SC

**PROJECT:**  
Dorman High School  
Early College, Career and Fine Arts Center  
Roebuck, SC

**OWNER:**  
Spartanburg County School District Six

**SUPERINTENDENT:**  
Darryl Owings

**ARCHITECTURE FIRM:**  
McMillan Pazden Smith Architecture  
Spartanburg, SC

**LEAD ARCHITECT:**  
Michael Chewning

**GENERAL CONTRACTOR:**  
McKnight Construction  
Augusta, GA

**CSI INFORMATION:**  
10 11 00 Visual Display Boards  
10 12 00 Display Cases

The Perfect Solution  
From Concept To Completion



Dorman High School, located in Roebuck, South Carolina, is the state's second largest high school. Due to overcrowding, the school lacked sufficient space for its performance art and college preparatory programs. Superintendent Darryl Owings and Spartanburg County School District Six teamed up with McMillan Pazdan Smith Architecture to design and build an Early College, Career, and Fine Arts Center. The new building would house the school's performance spaces and high-level college preparatory courses.

Michael Chewning, McMillan Pazdan Smith's K-12 Studio Director, took on the project. Chewning has worked with schools on building projects for over 10 years. Chewning

worked with the school to design a welcoming, modern space that felt more like a college campus than a traditional high school.

The resulting three-story, 164,000 SF facility houses 28 classrooms, computer and science labs, a career center, and a cafeteria. Additionally, the center features a 1,500-seat auditorium designed for the school's fine arts performances and includes a main entrance on the campus foyer and a balcony level. Not only a high-traffic area during school hours, the main foyer also provides a stunning first impression for visitors attending performances in the new auditorium.



### An Opportunity

Chewning saw a great opportunity in the foyer and hallways surrounding the auditorium to showcase other visual art pieces and trophies in over-sized glass display cases. After some research, Chewning selected Platinum Visual Systems to create the cases which would provide visual interest throughout the main foyer, balcony level, and third-story hallways. Chewning chose to work with Platinum because he wanted a "product we could put costumes and bigger pieces in." These cases would be highly visible to students and visitors because of their strategic location around the auditorium entrance and main hallways. Platinum was also able to provide markerboards for all the classrooms in the new Center.



### A Unique Challenge

The final design called for 26 sliding-glass display cases on three floors of the College Center. Furthermore, the auditorium's curved back wall - designed to improve acoustics - created a large curved wall in the main foyer. This meant the cases being installed in the foyer and balcony levels needed to be modified to uniquely recess into the wall so no gap appeared between the wall and the sides of the cases.

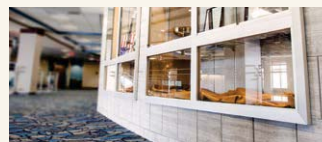


Custom Sliding-Glass Display Case

### Platinum Solves Problems

Platinum worked with the General Contractor McKnight Construction and McMillan Pazdan Smith to modify the display cases to fit snugly into the walls. By using a 2x2 U Channel and then cutting the outside leg down, the unit could slide into the opening so the right and left hand legs would be flush to the wall. Without this modification, a 1 1/2" gap would exist between the wall and the cases on the right and left hand sides.

Not only were modifications made to fit the curved wall, but additional stationary glass panels were added to the tops and bottoms of the cases to allow even more display room. The final size of the cases ranged from 4'H x 4'W x 12"D to 8'H x 8'W x 24"D. A large amount of planning went into ordering and delivering enough glass for all 26 cases.



Once the powder-coated extrusions were manufactured and all the glass delivered, installer Drew Downing had the unique challenge of hauling several of the over-sized cases and glass panels up to the second and third floors.

“THE FINISHED PRODUCT WAS Spectacular.”

Downing used a scissor lift to get the materials over the balcony to the second floor and then good old-fashioned manpower to get the pieces to the 3rd floor. Great care was taken installing the custom top and bottom glass panels, and after hours of time-consuming installation, Downing said, "The finished product was spectacular."



# PLATINUM

VISUAL SYSTEMS



Your Board. Your Way.

MarkerBoards, ChalkBoards, TackBoards



## Product Comparison

### Chemical Resistance - 10% HCL

Writanium®: 90%

Competitors' Best: 70%

### Enamel Thickness - µm

Writanium®: 120

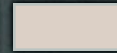
Competitors' Best: 115

## Writanium MarkerBoard

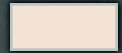
### MarkerBoard Colors



Bright White



Soft Grey



Beige

## Writanium ChalkBoard

### ChalkBoard Colors



Black



Green



Slate

Platinum Visual Systems™ Writanium is a superior writing surface that has brilliant image clarity, optimum glare control, and clean erasure. The non-porous nature of our porcelain-on-steel process results in a durable, scratch-resistant surface that holds up to harsh cleaning. A popular option is Permafuse™, which is custom-fused imprinting, such as music staff lines, guidelines, graphs, or logos.

### Writanium MarkerBoard

Unlike vinyl, dry-erase, or melamine, our MarkerBoards will not leave residual "ghosting." The sharp color definition and high contrast provide a superb surface for visual presentation and display.

### Writanium ChalkBoard

ChalkBoard will stand up to rough treatment and constant use. The controlled matte finish allows for precise writing with no glare and no "ghosting." For durability and performance, there is no better surface than a Platinum Visual Systems™ Writanium ChalkBoard.

### Writanium Features & Benefits

- Use any marker, pen, or crayon without damage to the surface.
- Maximum color contrast & minimized glare and random light reflection.
- Dry erase ink wipes off easily with cloth or standard eraser. Other inks removed by appropriate cleaning agent or solvent-based cleaner.
- High resistance to impacts, abrasions, scratching, and fading.
- Magnetic aids hold and reposition easily.
- Flame resistant - 100% non-combustible.
- Lifetime warranty!

*\*Colors may vary slightly.  
Call us for material samples.*

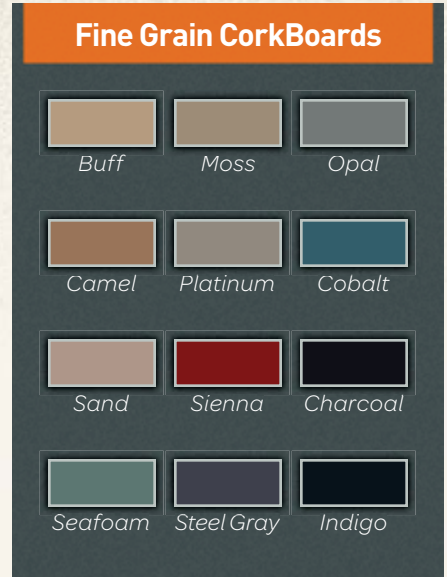
### Lifetime Warranty

Platinum Visual Systems warrants Porcelain-on-Steel finish for the lifetime of the original installation.

\*See our published statement for full warranty details at [www.pvsusa.com](http://www.pvsusa.com).



A variety of tackable surfaces are available to complement any office setting or classroom and are manufactured to the highest standard, using only the highest quality materials. A wide range of color choices completes the picture.



### Natural Corkboards

The finely ground cork provides a smooth, resilient surface that remains pliable for years of use. CorkBoards are available with 1/8" cork laminated to 3/8" fiberboard or 1/4" cork laminated to 1/4" hardboard.

### Fine Grain CorkBoards

Our Fine Grain Color CorkBoards are constructed of 1/4" Fine Grain Cork which is burlap backed and laminated to 1/4" hardboard. A natural, environmentally-friendly material, cork is dimensionally stable in all directions and is self-healing as well as fade and soil resistant.

### Fabric and Vinyl TackBoards

For versatile tacking solutions, any of our Fabrics and Vinyls can be laminated to 1/8" cork on 3/8" fiberboard, 1/4" cork on 1/4" hardboard, or 1/2" fiberboard.



*\*Colors may vary slightly. Call us for material samples.*







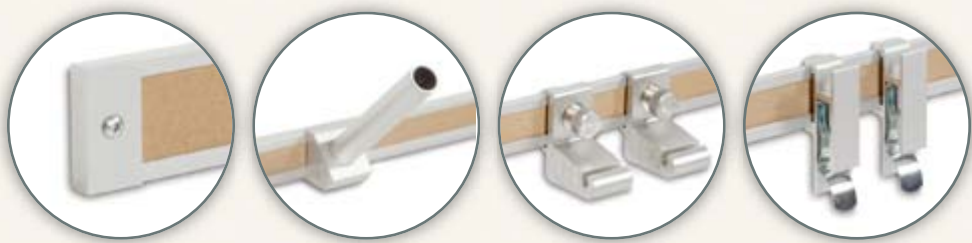
With six basic designs as a foundation, finding the perfect display solution is as easy as A-B-C. All of our systems can be configured with a variety of rail, tray, and board combinations to suit any application.

All aluminum extrusions are made to our exacting specifications with high quality 6063-T5 aluminum alloy. Extrusions come standard in Clear Satin Anodized, with optional Dark Bronze Anodized, and choice of Powder Coated finishes.

Next, combine the perfect trim system with a broad range of surface styles and color options. You have just specified the perfect visual display product for any professional environment. We can also custom design and manufacture trim systems to fit any need.

### Accessories

Maprails are available with different accessories to fit your specific application.



End Stop

Flagholder

Roller Brackets

Maphooks

### DTS Series Combination Board

- Drop in Blade Tray
- 3/4" Frame
- 2" Cork Insert
- End Stops

### Frame Finishes

#### ANODIZED



#### POWDER COATED





# MarkerBoards, ChalkBoards, & TackBoards


**BTS**



**Box Tray System:** This trim system features a 2 3/4" Box Tray with End Caps and a 3/4" wide frame. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x3', 4'x4', 4'x5', 4'x6', 4'x10', 4'x12', 4'x16', 5'x5', 5'x6', 5'x8', 5'x10', 5'x12', 5'x16', and Custom


**DTS**



**Drop-in Tray Trim System:** This trim system features a 2 3/4" Drop-In Blade Tray with Radius Corners and a 3/4" wide Frame. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x3', 4'x4', 4'x5', 4'x6', 4'x10', 4'x12', 4'x16', 5'x5', 5'x6', 5'x8', 5'x10', 5'x12', 5'x16', and Custom


**HTS**



**Hanger Bar Trim System:** This trim system features a 2 3/4" Box Tray with End Caps, a 1 1/2" wide Frame and Concealed Hanger Bar for mounting. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x3', 4'x4', 4'x5', 4'x6', 4'x10', 4'x12', 4'x16', 5'x5', 5'x6', 5'x8', 5'x10', 5'x12', 5'x16', and Custom


**MTS**



**Modular Trim System:** This trim system features a 2 3/4" Blade Tray with Radius Corners, a 3/4" wide Frame and 72" Wall Standards so that the boards are adjustable in height. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x4', 4'x8'


**NTS**



**Narrow Hanger Bar Trim System:** This trim system features a 2 3/4" Blade Tray with Radius Ends, a 3/4" wide Frame and Concealed Hanger Bar for mounting. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x3', 4'x4', 4'x5', 4'x6', 4'x10', 4'x12', 4'x16', 5'x5', 5'x6', 5'x8', 5'x10', 5'x12', 5'x16', and Custom

**WTS**



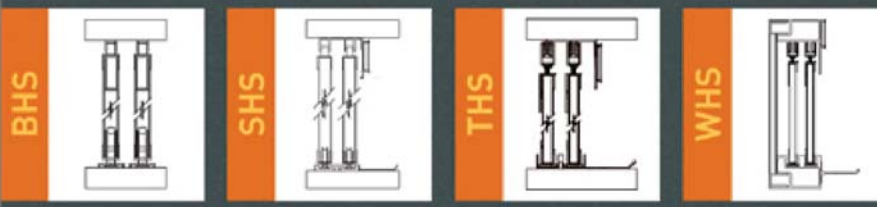
**Wide Profile Trim System:** This trim system features a 2 3/4" Box Tray with End Caps and 1 1/2" wide Frame. Maprail comes standard in 1" with Natural Cork Insert.

**Standard Sizes Available:** 4'x3', 4'x4', 4'x5', 4'x6', 4'x10', 4'x12', 4'x16', 5'x5', 5'x6', 5'x8', 5'x10', 5'x12', 5'x16', and Custom



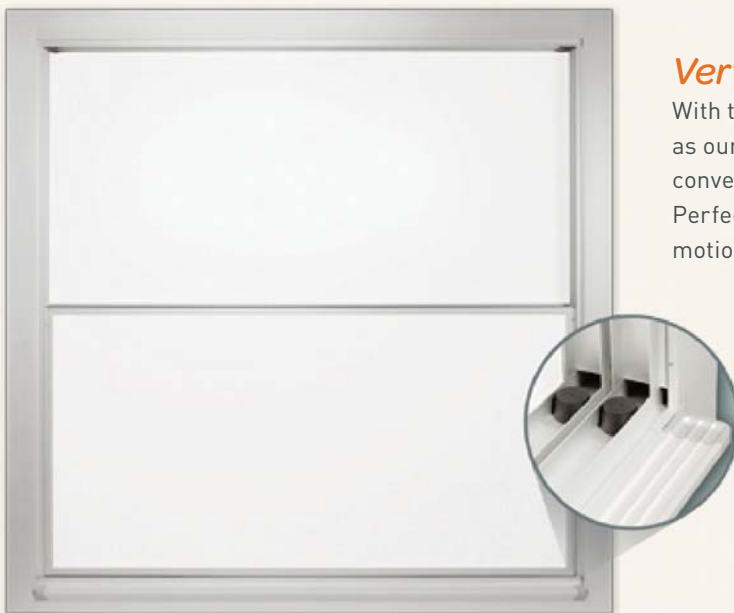
## Horizontal Sliding Units

A Horizontal Sliding Unit is the ideal solution for maximizing visual communication effectiveness. This flexible unit will double or triple the amount of usable surface with a minimum of wall space. Units can be designed with any combination of writing or tackable surfaces and colors.



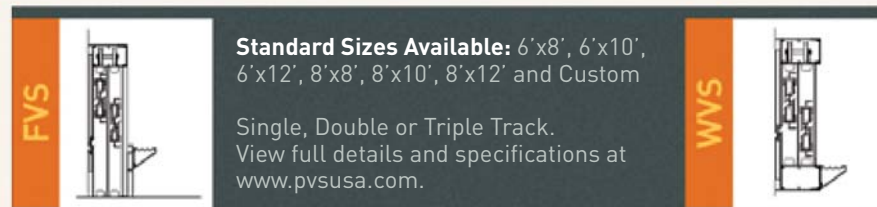
**Standard Sizes Available:** 4'x8', 4'x10', 4'x12', 4'x16', 4'x20', 4'x24' and Custom

Single, Double or Triple Track.  
View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).



## Vertical Sliding Units

With the same space-saving, workspace-maximizing qualities as our Horizontal systems, the Vertical Sliding Units are a convenient way to make the most of your visual display system. Perfectly counter-balanced weights provide a smooth, easy motion in raising or lowering one or more sliding panels.



**Standard Sizes Available:** 6'x8', 6'x10', 6'x12', 8'x8', 8'x10', 8'x12' and Custom

Single, Double or Triple Track.  
View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).

**Standard Sizes Available:** 8'x8', 8'x10', 8'x12', 10'x8', 10'x10', 10'x12' and Custom

Single, Double or Triple Track.  
View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).



## Floor to Ceiling MarkerBoard Systems

This system was perfected by manufacturing panels that join together using a concealed stabilizing spline, creating a smooth transition from panel to panel. Sizes range from 6' high by 8' wide, up to the massive 12' high by 24' wide wall systems. These markerboards can also be designed to perfectly fit any size room.

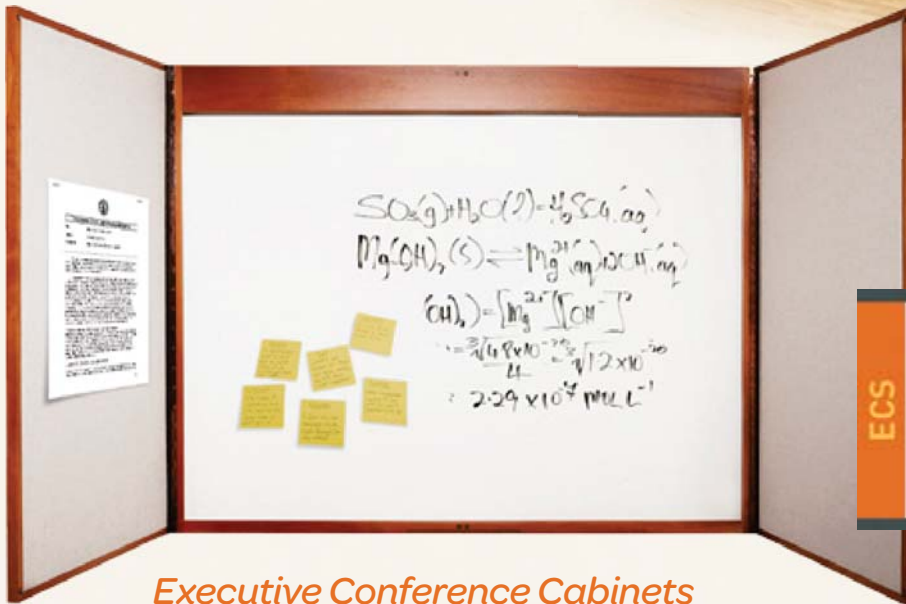


**FCS**

**Standard Sizes Available:**

**Height & Width Choices:**  
 Height: 6', 8', 9', 10', 12'  
 Width: 8', 12', 16', 20', 24'

View full details & specifications at [www.pvsusa.com](http://www.pvsusa.com).



**ECS**

**Standard Sizes Available:**  
 4'x4', 4'x5', 4'x6'

View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).

## Executive Conference Cabinets

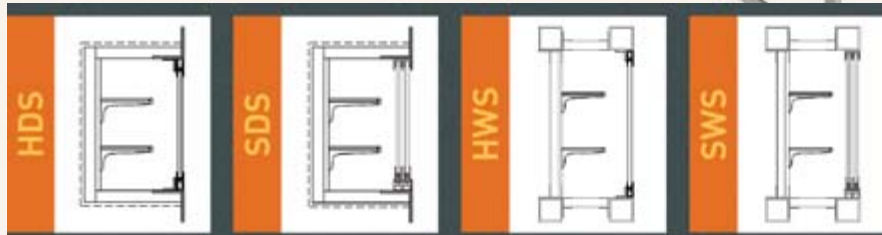
Executive Conference Cabinets provide an efficient and attractive use of wall space that will enhance any visual presentation. A convenient marker tray is built in and a roll-down projection screen is a popular option. Closing panel doors offer the added bonus of information security. Cabinets can be specified with a choice of wood veneer or plastic laminates in wood grain or solid colors. Maximize color contrast. Minimize glare and random light reflection.



*These handsome enclosure systems offer dynamic presentation choices for professional environments. Form meets function with six sturdy designs that expand your options.*

## Display and Trophy Cases

These cases are available in hinged or sliding door styles with any of our tackable surfaces. High-quality 1/4" Tempered Safety Glass is used in construction, and adjustable shelving will accommodate any accolade.



### Standard Sizes Available:


4'x4' two door, 4'x5' two door, 4'x6' two door, 4'x8' three door, 4'x10' three door, 4'x12' four door, 4'x16' five door

View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).

## Bulletin and Directory Boards

Our boards are available in hinged or sliding door styles with any of our tackable surfaces. All have 1/4" Tempered Safety Glass and are shipped fully assembled and ready to hang. A grooved directory panel may also be installed.


**HBS**



**Standard Sizes Available:**  
3'x2' one door, 3'x4' one door, 4'x3' one door, 4'x4' two door, 4'x5' two door, 4'x6' two door, 4'x8' three door, 4'x10' three door, 4'x12' four door

View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).

**SBS**



**Standard Sizes Available:**  
3'x2' two door, 3'x4' two door, 4'x3' two door, 4'x4' two door, 4'x5' two door, 4'x6' two door, 4'x8' three door, 4'x10' three door, 4'x12' four door

View full details and specifications at [www.pvsusa.com](http://www.pvsusa.com).

