

TIPS VENDOR AGREEMENT

Between Intervene and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200903 Books, Library, and Educational Materials**

General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 unless otherwise agreed by the parties in writing and by signature and date on the attachment.

A Purchase Order (“PO”), 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 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, but not all, of the possible addendums.

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”, “\$0”, “included in price” 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 unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, 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.
- 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 the TIPS program.
- 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.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that Award Notifications are anticipated as published in the Solicitation

Example: *If the anticipated award date published in the Solicitation is May 22, but extended negotiations delay award until June 27, The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus three years.

Example: *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023.*

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

Invoices

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.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all

Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. 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 performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

By signature hereon, the Vendor 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 or 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

Cleanup: When performing work on site at a TIPS Member’s property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member or as agreed by the parties. 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 subcontractor 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 unless otherwise agreed by the TIPS Member. 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.

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 the TIPS Member’s or local smoking statutes, codes or policies.

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor’s names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS' Agreement with Vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

Survival Clause

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement 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 audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. 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-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

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 full 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.

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

Venue, Jurisdiction and Service of Process

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

If there is a dispute between the awarded Vendor and TIPS Member, TIPS or its representatives may, at TIPS sole discretion, assist in conflict resolution if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor’s TIPS project files, documentation and correspondence related to the requesting TIPS Member’s order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor’s response to same and all associated documents and forms made part of the solicitation process, including any addenda, are hereby incorporated by reference into this Agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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 does not and will 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 three (3) business day of the change by a letter on Vendor’s letterhead from and signed by 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

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
Automobile Liability	\$300,000 Includes owned, hired & non-owned

Workers' Compensation

Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.

Umbrella Liability

\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. 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 Vendor(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, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 200903 Books, Library, and Educational Materials

Company Name Intervene

Address PO Box 1691

City Stafford State TX Zip 77497

Phone (855) 345-3276 Fax (844) 969-9099

Email of Authorized Representative learn@intervene.io

Name of Authorized Representative Aaron McCloud

Title CEO

Signature of Authorized Representative 

Date 10/15/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 12/3/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200903

Intervene

Supplier Response

Event Information

Number 200903
Title Bookkeeping and Educational Material
Title Fee for Proposal
Issue Date 9/3/2020
Deadline 10/16/2020 03:00 PM (CT)

Contact Information

Address Education Service Center
4845 Sam Houston Area Court
Pittsburg TX 75686
Phone 1 (866) 839-8477
Email tid@ti-usa.com

Intervene Information

Contact Aaron McCloud
Address PO Box 1691
Stafford TX 77497
Phone (855) 345-3276
Fax (844) 969-9099
Toll free (855) 345-3276
Email learn@intervene.io

By clicking on our response you certify that you are authorized to represent and bind our company.

Aaron McCloud

Signature

Submitted at 10/16/2020 2:05:44 PM

learn@intervene.io

Email

Supplier Note

You may be able to find it on our website.

Requested Attachments

Vendor Agreement

() 200903 end

The vendor will do a download of the vendor agreement from the attachment to fill in the requested information and upload a return.

OT POA encrypted or password protected file

Agreement Signature Form

200903 Agreement SI

If you have not taken exception or deviation to the agreement and a date in the solicitation attribute do a download of the Agreement Signature Form from the ATTACHMENTS tab. If you do not download the document to fill in the requested information print the file Signature for SCA the completed and signed Agreement Signature Form and upload here.

If you have taken exception to an item of the agreement and a date and noted the exception in the deviation section of the agreement complete the Agreement Signature Form until the deviation has been resolved. It is a TIPS analysis. Upload the unsigned form here because it is a required document.

Pricing Spreadsheet #1

200903 P

The vendor will do a download of the Pricing Spreadsheet from the attachment to fill in the requested information and upload a return.

OT POA encrypted or password protected file

Pricing Spreadsheet #2

200903 P

The vendor will do a download of the Pricing Spreadsheet from the attachment to fill in the requested information and upload a return.

OT POA encrypted or password protected file

References

e

The vendor will do a download of the reference sheet from the attachment to fill in the requested information and upload a return. OT POA encrypted or password protected file

Proposed Goods and Services

Interv

Please upload one or more documents or meet the criteria in our offering line card catalog in to offering ODI offering that illustrate the catalog of products and/or service you carry and offer under the program to the executive but could not tell you that you are offering. It could be a product or a service that our line catalog of food and service.

D/M/WBE Certification OPTIONAL

OTE on u MB

D/M/WBE Certification documentation a e canned and u loaded if you de ire to clai our statu a one of the id enteri e (i ad vantage d Bu ine Enteri e Minorit Bu ine Enteri e and/or o an Bu ine Enteri e) If t an one certification can into one document. (P or at O)

O OT P OA encr ted or a ord ro tected file

Warranty

arrant infor ation (if applicable) u t e canned and u loaded. (P or at O)

O OT P OA encr ted or a ord ro tected file

Supplementary

Supple entar infor ation a e canned and u loaded. (Co an infor ation roc ure catalo etc.) (P or

O OT P OA encr ted or a ord ro tected file

All Other Certificates

All Other Certificate (if applicable) u t e canned and u loaded. If vendor a ore t an one ot er certification ca document. (P or at O)

O OT P OA encr ted or a ord ro tected file

Logo and Other Company Marks

In

If you de ire lea e u load our co an o co to be added to our individual ro file a e on the TIPS e site. If an ecification are re quired for u e of our co an o co lea e u load t at infor ation under the Supple entar ec non-required section under the "Response Attachment" tab. Preferred o o or at 300 x 225 x 90 n e e e

Conflict of Interest Form

ISC OS E O CO CT O TE EST O M E O T E E IS A CO CT

**CIQ- ONLY
REQUIRED IF A
CONFLICT
EXISTS PER
THE
INSTRUCTIONS**

O E E A CO CT EXISTS: PE T E ST CT IO S

Conflict of Intere t or f or vendor t at are re quired to u it e for . The Conflict of Intere t or t included in the document or can be found at t / . ti - u a. co / a et / docu ent / doc / CI . df.

Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION

COMPETE A P OA O M ATTAC ME TS SECTIO O O E E E IS A CO PO AT IO

Disclosure of Lobbying Activities Standard Form LLL

O t ou an ed A E o ed er a ove to attri ute 66 lea e do nload and co tete and u load the St LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

200903 CO E TIA T

E E CO E TIA T O M. Co tete e for accordin to our co an re quire ent a e an de irec u load to the a ro ri ate ection under e on e Attac ent T IS O M E T E MI ES O ESC8/TIPS ESPC P B C O MAT IO E ESTS.

Current W-9 Tax Form

00da

You are required to upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity. If you are required to upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity, you must also upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 must be marked as Confidential. If you are required to upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity, you must also upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity. If you are required to upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity, you must also upload a current -9 Internal Revenue Service (IRS) Tax Form for your entity.

Bid Attributes

1	Yes - No Does your firm certify that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE Certification section. <input type="text" value="YES"/>
2	Yes - No Does your firm certify that their firm is a HUB (required for participation in governmental entities) or a Small Business Administration (SBA) defined State of Texas contractor? Vendor must upload proof of certification to the "Response Attachments" HUB or SBA certification section. Proof of one or more attributes must be provided. Vendor must upload proof of certification to the "Response Attachments" HUB or SBA certification section. <input type="text" value="Yes"/>
3	Yes - No Can the vendor provide service and/or product to all 50 states? <input type="text" value="Yes"/>
4	States Served: If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
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 75 characters) <input type="text" value="School leaders rely on Intervene to improve student academic performance on STAAR and TELPAS. We utilize anal instruction to drive student growth"/>
6	Primary Contact Name Primary Contact Name <input type="text" value="Aaron McCloud"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="CEO"/>
8	Primary Contact Email Primary Contact Email <input type="text" value="learn@intervene.io"/>

9 Primary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

10 Primary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

11 Primary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

12 Secondary Contact Name
Secondary Contact Name

13 Secondary Contact Title
Secondary Contact Title

14 Secondary Contact Email
Secondary Contact Email

15 Secondary Contact Phone
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

16 Secondary Contact Fax
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

17 Secondary Contact Mobile
Enter 10 digit phone number. (No dashes or extensions)
Example: 0000300077

18 Admin Fee Contact Name
Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="learn@intervene.io"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 0000300077 <input type="text" value="0553053070"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Intervene Team"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="learn@intervene.io"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 0000300077 <input type="text" value="0553053070"/>
24	Company Website Company Website (Format www.company.com) <input type="text" value="www.intervene.io"/>
25	Federal ID Number Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 003050700) <input type="text" value="055005330"/>
26	Primary Address Primary Address <input type="text" value="PO Box 0000"/>
27	Primary Address City Primary Address City <input type="text" value="Stafford"/>
28	Primary Address State Primary Address State (2 Digit Abbreviation) <input type="text" value="TX"/>
29	Primary Address Zip Primary Address Zip <input type="text" value="77007"/>

30	Search Words: Please list search words to be posted in the TIPS database about your company that TIPS website users might search for. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.) <input type="checkbox"/> O <input type="checkbox"/> MA <input type="checkbox"/> NOT LIST NON <input type="checkbox"/> ITEMS. TELPAS, EL support, EL Assessments, English Instruction, RTI, Intervention, Online Tutoring, <input type="checkbox"/> data <input type="checkbox"/> driven instruction Reading, English, writing, TELPAS Pro, <input type="checkbox"/> data <input type="checkbox"/> ash
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31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to sell to our members regardless of the fund source, whether it be local, state or federal? Most of our members receive <input type="checkbox"/> federal <input type="checkbox"/> government grants and they make up a significant portion of their budgets. They need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. The questions that follow that include provisions from the federal regulations in 48 CFR part 101.00. Your answers will determine if your company is designated as <input type="checkbox"/> federal or Education <input type="checkbox"/> department <input type="checkbox"/> General Administrative Regulations (E AR) compliant. <input type="checkbox"/> Do you want TIPS Members to be able to spend <input type="checkbox"/> federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? <input type="text" value="Yes"/>
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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 <input type="checkbox"/> OR (B) employs at least 500 persons in Texas <input type="checkbox"/> This question is required as a data gathering function for information to our members making purchases with awards. Your answer does not affect scoring with TIPS. <input type="text" value="Yes"/>
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33	Company Residence (City) The vendor's principal place of business is in the city of <input type="text" value="Stafford"/>
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34	Company Residence (State) The vendor's principal place of business is in the state of <input type="text" value="TX"/>
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35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ATTRIBUTE QUESTION

Remember this is a MINIMUM discount percentage. So, be sure that the discount percentage inserted here can be applied to MERCHANDISE OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT

CAUTION: THE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON AN OFFERED SERVICE OR MERCHANDISE THROUGHOUT THE CONTRACT.

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount 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%.

36 Yes - No

For the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to request for any goods and services offered on the Vendor's TIPS Contract.

Catalog means the available list of tangible personal property or services, in the most current listing, regardless of life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

- A. is regularly maintained by the manufacturer or Vendor of an item and
- B. is either published or otherwise available for inspection by a customer during the purchase process and
- C. to which the minimum discount proposed by the proposing Vendor may be applied.

37 TIPS Administration Fee

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the Vendor's named representative agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

38 Yes - No

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee remittance by or for the reseller named by the Vendor

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to remit your response void and it will not be considered.

39 Yes - No

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

40 Years experience in category of goods or services

Company years experience in this category of goods or services. This is an evaluation criterion worth a maximum of 100 points for more information.

4

1

Resellers:

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: Walmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would be a reseller.

(If applicable, vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4

2

Pricing discount percentage are guaranteed for?

Does the vendor agree to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP website, store or shelf pricing for the term of the award?

4

3

Right of Refusal

Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member in the vendor's discretion?

4

4

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 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 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.

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

45 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO DISCLOSE under this statutory requirement?

you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 171, cited therein to complete and file with TIPS.

You may find the online CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tipsusa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

46 Filing of Form CIQ

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

47 Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies that regulate any part of our business operations. If not, please explain in the next attribute question.

48 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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

By submission of this bid or proposal, the bidder certifies that:

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

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.

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

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

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

Suspension or Debarment Instructions

Instructions for Certification:

- By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing certification set out herein in accordance with these instructions.
- The certification in this clause is a material representation of fact upon which reliance was placed when this transaction 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 was pursued 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 any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become a reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set forth in the Definitions and Coverage sections of rules implementing Executive Order 13526. 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, debarred, 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 the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of prospective participants. Each participant may, but is not required to, check the Nonprocurement List.
- Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to carry out 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.
- Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction 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.

5 **Suspension or Debarment Certification**

1

y answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the guidelines at 3 CFR 101.11 that implement Executive Orders 12549 (3 CFR part 101.11 Comp., p. 101) and 12689 (3 CFR part 101.11 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Execut

y answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a contract as described above.

es

5 **Non-Discrimination Statement and Certification**

2

In accordance with federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including 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 (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 American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (800) 725-3262 (TDD) or contact USDA through the Federal Relay Service at (800) 773-3333. Additionally, program information may be available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, A-3027, for how to file a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide all of the information requested in the form. To request a copy of the complaint form, call (800) 338-0000. Submit your form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1418 Independence Avenue, SW, Washington, D.C. 20250-4800 (2) fax: (800) 847-7900 or (3) email: program.inta@usda.gov.

(Title I of the Education Amendments of 1973; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and INS Instruction 3300, Civil Rights Compliance – 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 by answering YES will render your proposal non-responsive and it will not be certified that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing discrimination statement and comply with the cited and all other applicable laws and regulations.

es

5 3 2 CFR PART 200 Contract Provisions Explanation

Required federal contract provisions of federal Regulations for Contracts for contracts with ESC Region and TIPS

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

The ESC Region and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 48 CFR 200. Others are included within 48 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.

5 4 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$50,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as determined in 48 U.S.C. 4801, must address administrative, contractual, or legal remedies in instances where contractors violate contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region and TIPS Members, ESC Region and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of a breach of contract by either party.

Does vendor agree?

5 5 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 basis for settlement. (All contracts in excess of \$10,000)

Pursuant to the above, when federal funds are expended by ESC Region and TIPS Members, ESC Region 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 to cure the causal breach of terms and conditions. ESC Region 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 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region and TIPS Members may purchase goods and services from other vendors when it is in the best interest of the ESC Region and TIPS Members.

Does vendor agree?

5 6 2 CFR PART 200 Clean Air Act

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended and subgrants of amounts in excess of \$50,000 must contain a provision that requires the non-federal award to agree with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the federal awarding Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region and TIPS Members, ESC Region and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region and TIPS Members resulting from this procurement process the vendor agrees to conform to the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

5 7 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must provide required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds or person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal contract or 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 awarding agency.

Pursuant to the above, when federal funds are expended by ESC Region and TIPS Members, ESC Region and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region and TIPS Members from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5 8 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 301 of the Clean Air Act (42 U.S.C. section 301) of the Clean Water Act (33 U.S.C. 301), Executive Order 11735, and Environmental Protection Agency (EPA) regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region and TIPS Members, ESC Region 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 301 of the Clean Air Act (42 U.S.C. 301(h)), section 501 of the Clean Water Act (33 U.S.C. 301), Executive Order 11735, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

5 9 2 CFR PART 200 Procurement of Recovered Materials

A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must conform to 40 CFR of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 item acquired during the preceding fiscal year exceeded \$10,000 procuring solid waste management services in a manner that promotes energy and resource recovery and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

6 **Certification Regarding Lobbying**

0 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 501(c)(3) of the Internal Revenue Code. This certification is a material representation of fact upon which reliance was placed when this transaction 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 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 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 or part of the subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

6 **If you answered "I HAVE lobbied" to the above Attribute Question**

1 If you answered I HAVE lobbied to the above Attribute question, you must download the Lobbying Report Standard disclosure Form to Report Lobbying which includes instruction on completing the form, complete and submit it in the Attachments section as a report of the lobbying activities you performed or paid others to perform.

6 **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus**

2 Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. YES, and ONLY YES, you must answer the next question: Do you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement?

NO

63 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the Agreement,

do you agree to comply with the following federal requirements

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, surplus area firms. (a)The non-federal entity must take all necessary affirmative steps to assure that minority business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

Placing qualified small and minority businesses and women's business enterprises on solicitation lists

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

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 Business Development Agency of the Department of Commerce and

Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

No response

64 Indemnification

The ESC Region 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 5) except as specifically provided by law. A provision in a contract to indemnify or hold a party harmless is a pro tanto waiver of any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or performing duties under the contract. Article III, Section 5 of the Texas Constitution states that "no debt shall be created in behalf of the State ... The Attorney General has counseled that a contractually imposed obligation of indemnity created by a contract is unconstitutional. Tex. Att'y Gen. Op. No. MW75 (1975). Contract clauses which require the System or institution to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted to the extent permitted by the Constitution and laws of State of Texas.

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

Yes

**6
5 Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration 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 Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated costs 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, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

Yes, I Agree

**6
6 Remedies Explanation of No Answer**

No response

**6
7 Choice of Law**

The agreement between the Vendor and TIPS ESC Region and any addenda or other additions resulting from this 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.

TIPS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside of Texas.

Do you agree to these terms?

Agreed

**6
8 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region ESC or TIPS, arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas. Each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be 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 a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement of the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in this Section may be served on any party anywhere in the world. Any dispute resolution process other than arbitration shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

Agreed

**6
9 Infringement(s)**

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 intellectual property, patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributable to the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

70 **Infringement(s) Explanation of No Answer**

71 **Contract Governance**
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 71.05 et seq, Tex Local Government Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by applicable laws in clear and unambiguous language.

72 **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 the laws or regulations of the jurisdiction of the TIPS Member.
Funding Out Clause:
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any state regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of 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?

7 **Insurance and Fingerprint Requirements Information**

3

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an at 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 110 of the Texas Education Code. The Texas Education Code, Section 110.033. Statutory language may be found at: <http://www.statutes.legis.state.tx.us>

If the vendor has staff that meet both of these criterion:

- will have continuing duties related to the contracted services and
- 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, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety, Criminal Justice Unit, Access and Dissemination Bureau, ASTACT at NC@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School Region and TIPS. Texas DPS phone number is (512) 461-7100.

See form in the next attribute to complete entitled:
Texas Education Code Chapter 110 Contractor Certification for Contractor Employees

7 4 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 school districts to disclose criminal history record information regarding covered employees. Contractors must certify to the district that they have not employed 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 to be performed at the district and have or will have direct contact with students. The district will be the final authority on whether an employee constitutes direct contact with students. Disqualifying criminal history: Any conviction or other criminal history information reported 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
- (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 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 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.

None

7 5 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

Section 272 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, or to require arbitration in another state. A contract with such provisions is void. 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" include contracts for design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for the purchase, sale, lease, or rental of materials or equipment for the project. The term also includes moving, demolition, or excavation. RESPONSE TO 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.

7 **Texas Government Code 2270 Verification Form**

6 Texas overnment Code 270 erification orm

If (a) endor is not a sole proprietorship (b) endor has ten (10) or more full-time employees and (c) this Agreement \$1,000,000 or more, the following certification shall apply otherwise, this certification is not required. Pursuant to Chapter 2270, Texas Government Code, the endor hereby certifies and verifies that neither the endor, nor any affiliate, subsidiary or company of the endor, if any (the endor Companies), boycotts Israel, and the endor agrees that the endor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" includes and includes refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to cause economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or occupied Palestinian controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies that are on the Texas Public Accounts list of Designated Foreign Terrorists Organizations per Texas Government Code 2270. <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

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

7 **Logos and other company marks**

7 Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular information is required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section on the "Response Attachment" tab. Preferred Logo Format: 300 x 105 px .png, .eps, .jpeg preferred

Potential uses of company logo:

- our endor Profile Page of TIPS website
- Potentially on TIPS website scroll bar for Top Performing endors
- TIPS uarterly eNewsletter sent to TIPS Members
- Co-branding lyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publication)

7 **Solicitation Deviation/Compliance**

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

7 9	<p>Solicitation Exceptions/Deviations Explanation</p> <p>If the bidder intends to deviate from the <input type="checkbox"/> General Conditions Standard Terms and Conditions or Item Specifications list proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and info or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any 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 Conditions, Item Specifications, and all other information contained in this Solicitation.</p>
	No response

8 0	<p>Agreement Deviation/Compliance</p> <p><input type="checkbox"/> Does the vendor agree with the language in the <input type="checkbox"/> Vendor Agreement <input type="checkbox"/></p>
	Yes

8 1	<p>Agreement Exceptions/Deviations Explanation</p> <p>If the proposing <input type="checkbox"/> vendor desires to deviate from the <input type="checkbox"/> 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 <input type="checkbox"/> Vendor Agreement.</p>
	No response

8 2	<p>Felony Conviction Notice</p> <p>Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity entering into a contract with a school district must give advance notice to the district if the person or an owner or operator of that entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines 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.” Subsection (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they will provide the answer to this question.</p> <p>Select A., <input type="checkbox"/>, or C.</p> <p>A. My firm is a publicly held corporation <input type="checkbox"/> therefore, this reporting requirement is not applicable.</p> <p>OR <input type="checkbox"/>. My firm is not owned nor operated by anyone who has been convicted of a felony, OR</p> <p>C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C, you are required to provide information in the next attribute.)</p>
	<input type="checkbox"/> . Firm not owned nor operated by felon <input type="checkbox"/> per above

8 3	<p>If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.</p> <p>If you answered C. My <input type="checkbox"/> firm is owned or operated by a felon to the previous question, you must provide the following information:</p> <p><input type="checkbox"/> Name of <input type="checkbox"/> felon(s)</p> <p><input type="checkbox"/> The named person's role in the firm, and</p> <p>3. <input type="checkbox"/> details of Conviction(s).</p>
	No response

84 Long Term Cost Evaluation Criterion # 4.
REAR CARE and see in the RFP document under Proposal Scoring and Evaluation
Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not in catalog prices (as defined herein) more than X annually over the previous year for years two and three and potentially unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X annually documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase than 5, except when justified by supporting documentation, you are awarded 0 points if to , except when supporting documentation, you receive to points incrementally. Price increases or greater, except when justified supporting documentation, receive 0 points.
increases will be 0 annually per question

85 Required Confidentiality Claim Form
Required Confidentiality Claim Form
This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the section, complete according to the instructions on the form, then uploading the completed form, with any confidential applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the complete "CONFIDENTIALITY CLAIM FORM". By completing this process, you provide us with the information we require to comply with open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed Read the form carefully before completing and if you have any questions, email Ric Powell at TIPS at ric.powell@tips.com

86 Choice of Law clauses with TIPS Members
If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clause in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: law shall be the laws of the state where the customer resides or words to that effect.
Agreed

87 Venue of dispute resolution with a TIPS Member
In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the venue for any litigation or other agreed upon dispute resolution shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.
Agreed

88 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity
This clause DOES NOT prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during the fiscal year for contracts and agreements to provide goods and services, does the vendor agree to limit any automatic renewal of a contract or agreement executed as a result of this TIPS solicitation award to not longer than month to month and at the contracted rate.
Agreed

89 Indemnity Limitation with TIPS Members
Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. To the extent permitted by law, the Customer requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation include a requirement that the Customer indemnify the vendor by either eliminating any such indemnity requirement clauses in contracts, agreements, contracts or other binding documents OR by prefacing all indemnity clauses required of TIPS or the TIPS Member with the following: To the extent permitted by the laws or the Constitution of the state where the customer resides, the Customer shall not be liable for any damages, claims, or expenses, including reasonable attorneys' fees, incurred by the vendor as a result of the performance of the contract.
Agreement is a required condition to award of a contract resulting from this Solicitation.
Agreed

90 Arbitration Clauses

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contract or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

Agreed

91 Required Vendor Sales Reporting

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. If the TIPS Member entity requesting a price from the awarded vendor requests the TIPS contract, the vendor must include the TIPS Contract number on any communications with the TIPS Member. To report sales, login to the TIPS Vendor Portal and click on the Payments tab. Pages 37 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. To the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tipsusa.com. The vendor or vendor assigned dealers are responsible for keeping record of all sales through the TIPS Agreement and submitting same to TIPS.

92 Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Clause which is an attachment to this solicitation.

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Intervene

Name of company

Aaron McCloud CEO

Printed Name and Title of authorized company officer declaring below the confidential status of material

PO Box 0000

Stafford

TX 77007

(55) 35370

Address

City

State

ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF _____ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature _____ Date 0500

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature  _____ Date 0500

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Intervene	
	Business name/disregarded entity name, if different from above Formerly Pathways 2 Greatness	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] []	
Employer identification number	
45 - 5 2 4 5 3 3 9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶	10/12/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



NOTE ABOUT MWBE & HUB STATUS:

Intervene is a MWBE and HUB Certified company. However, its certifications are under its former name Pathways 2 Greatness.

Intervene has officially changed its name with the Texas Secretary of State from Pathways 2 Greatness, LLC. Prior to this, Pathways 2 Greatness has operated with the DBA Intervene. Intervene uses the DBA Pathways 2 Greatness for legacy accounts.

Intervene and Pathways 2 Greatness are the same company.

Intervene is completing the process during the MWBE and HUB Re-certification process with Houston Minority Supplier Development Council.

We will provide TIPS updated documentation upon receipt

.



How does TELPAS Pro™ Work?

TELPAS Pro™ evaluates and drives English Learner proficiency in academic English by using similar TELPAS rubric Proficiency Level Descriptors through formative/summative assessments plus practice.

- Utilized as a collection of academic resources.
- Provides support in all four domains of acquiring a second language.
- Provide the student an opportunity to navigate on-line assessments.

TELPAS Pro™ Benefits:

- Analytics to differentiate EL instruction
- Prepare students for TELPAS mastery
- Predict student probability of success of TELPAS
- Trains teachers how to use PLDs to evaluate student language proficiency
- Practice resource that looks and feels like the TELPAS
- Gives students the opportunity to master the navigation of the TELPAS & develop listening, speaking, reading, and writing skills.
- Integrated fluency assessment system (recordings for teacher post review)

AREAS OF FOCUS

- Listening assessment with technology enabled question items
- Speaking assessment with voice recognition
- Reading comprehension assessment
- Writing assessment with AI automated grading

“>58% of students enrolled in TELPAS PRO showed a progression of one proficiency level.”



Why are students failing TELPAS?

Students and Teachers are not familiar with the online test.

The TELPAS is counterintuitive and challenging to navigate

Poor English Language foundation: a lack of understanding of academic rhetoric and an inability to utilize technology.



COMPREHENSIVE INTERVENTION

Intervene provides a full intervention program including assessments analytics, and data-driven instruction.



Assessments



Analytics



Instruction

- STAAR/ TEKS based questions Assessments
- TELPAS assessments for English instruction

- Progress monitoring
- Teacher dashboard for real-time student performance data
- SEL Surveys
- Misconceptions & distractor analyses

- Targeted small group instruction
- Data-driven instruction
- Students meet with a content expert to close foundational gaps

ELL Support

- Based on PLDs and ELPS
- TELPAS Pro™
- TELPAS Assessments & Practice

Math Support

- TEKS Based
- Utilize misconceptions and distractors
- Authentic instruction

ELA Support

- Differentiated by Lexiles
- Culturally responsive
- Master Write™-STAAR

STUDENT PROFILES

SPED/Diverse Learners • ELL • Students in RTI Process

Tier 1 and Tier 2 instruction

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) Intervene	
	Business name/disregarded entity name, if different from above Formerly Pathways 2 Greatness	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
	Address (number, street, and apt. or suite no.) City, state, and ZIP code List account number(s) here (optional)	Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] []	
Employer identification number	
45 - 5 2 4 5 3 3 9	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶	10/12/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.