

VENDOR CONTRACT

Between ADS Advanced Data Services, Inc. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

PROFESSIONAL SERVICES
CONTRACT NUMBER 3042816

General Information

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

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

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

Definitions

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

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

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

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

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

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

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

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

Participation Fees

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

Indemnity

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

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

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

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

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

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

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

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

TIPS Member Purchasing Procedures

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

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

Form of Contract

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

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

Licenses

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

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

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

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

Scope of Services

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

Project Delivery Order Procedures

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

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

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

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

Digitally signed by Dan Kettwich

Date: 2016.03.09 21:00:25 -06'00'

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

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

Supplier Information

Company ADS Advanced Data Services, Inc.
 Address 410 North Jefferson
 STE 326
 Mount Pleasant, TX 75455

Contact
 Department
 Building
 Floor/Room

Telephone 1 (281) 4658888
 Fax 1 (888) 8026428
 Email

Submitted 3/10/2016 12:37:40 PM (CT)
 Total \$0.00

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

Signature Dan Kettwich

Email dkettwich@adsadsi.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	ADS Advanced Data Services, Inc. is a specialized educational consulting firm dedicated to simplifying information technology initiatives. ADS specialized in developing and utilizing customized online tools to manage and memorialize important data. Our products and services include outsourced CIO, technology planning (strategic and operational), services and system design/development, contract management, E-rate consulting, Rural Health Care consulting, program/project management, training and professional speaking.
6	Primary Contact Name	Primary Contact Name	Dan Kettwich
7	Primary Contact Title	Primary Contact Title	CEO
8	Primary Contact Email	Primary Contact Email	dkettwich@adsadsi.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2814658888
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	8888026428
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9362301111
12	Secondary Contact Name	Secondary Contact Name	Chris Igel
13	Secondary Contact Title	Secondary Contact Title	CTO
14	Secondary Contact Email	Secondary Contact Email	cigel@adsadsi.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8884658820
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9284203644
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Serenity Kettwich

19	Admin Fee Contact Email	Admin Fee Contact Email	skettwich@adsadsi.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	8884658820
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Dan Kettwich
22	Purchase Order Contact Email	Purchase Order Contact Email	dkettwich@adsadsi.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	2814658888
24	Company Website	Company Website (Format - www.company.com)	www.adsadsi.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	36-4524712
26	Primary Address	Primary Address	410 North Jefferson, STE 326
27	Primary Address City	Primary Address City	Mt. Pleasant
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75455
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	outsourced CIO, technology planning, strategic, operational, system, design, development, contract, form, management, E-rate, Rural Health Care, consulting, program, project, training, professional, speaking, technical, writing, mentor, database, custom, equipment, inventory, information technology, IT, telecom, Internet, appeal
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Saltillo
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No

37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	25
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	term of contract

Line Items

Response Total: \$0.00

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

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

(Check one)

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name ADS Advanced Data Services, Inc.

Name of authorized representative Dan Kettwich

Signature of authorized representative Digitally signed by Dan Kettwich
Date: 2016.03.09 21:19:37 -06'00'

Date Digitally signed by Dan Kettwich
Date: 2016.03.09 21:20:47 -06'00'

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Vendor Name: ADS Advanced Data Services, Inc.

Vendor Address: 410 North Jefferson, Ave, STE 326, Mt. Pleasant, TX 75455

Vendor E-mail Address: dkettwich@adsadsi.com

Vendor Telephone: 281.465.8888

Authorized Company Official's Name: Dan Kettwich

Signature of Company Official: Digitally signed by Dan Kettwich
Date: 2016.03.09 21:13:25 -06'00' 

Date: Digitally signed by Dan Kettwich
Date: 2016.03.09 21:14:45 -06'00'

CONTRACT Signature Form

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

Company Name: ADS Advanced Data Services, Inc.

Mailing Address: 410 North Jefferson, STE 326

City: Mt. Pleasant


State: TX

Zip: 75455

Telephone Number: (281) 465-8888

Fax Number: (888) 465-8820


Email Address: dkettwich@adsadsi.com


Authorized Signature:  Digitally signed by Dan Kettwich
Date: 2016.03.09 21:05:08 -06'00'

Printed Name: Dan Kettwich

Position: President/CEO

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

 4-28-2016
TIPS Authorized Signature Date

 4-28-2016
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Como-Pickton Consolidated ISD	Como	TX	Joe Newman	(903) 488-3671
Great Circle	St. Louis	MO	Phil McQueen	(314) 919-4735
Harmony Independent SD	Big Sandy	TX	Tory Cunningham	(903) 725-5492
ICEF Public Schools	Los Angeles	CA	Irving Arana	(323) 290-6969
Santa Cruz Valley Unified SD	Rio Rico	AZ	Stephen Saint-Coeur	(520) 281-8282
Turning Point	Boulder	CO	Jeff Carlson	(970) 567-0996
Wasco Union High SD	Wasco	CA	Joe Salazar	(661) 758-7420

ADS Advanced Data Services, Inc.
410 North Jefferson, Suite 326
Mount Pleasant, TX 75478

March 10, 2016

Kim Thompson
Coordinator of Office Operations
Region VIII Education Services Center
4845 US Highway 271 North
Pittsburg, TX 75686

RE: Professional Services 3042816 RFP

ATTN: Kim Thompson

It is a pleasure to respond to the TIPS Professional Services RFP.

ADS Advanced Data Services, Inc. ("ADS") offers a wide range of professional services to meet the changing IT needs of Government, Non-Profit, Education and Healthcare clients. Services range from complete IT leadership outsourcing to an array of A la Carte services to support and augment IT departments who lack resources on a long term, or short term basis. ADS does not provide technical day to day technician resources, as those are easily available from multiple commercial sources, but does provide the management of those resources in support of organizational goals. ADS focuses on bridging the gap between organizational leadership and IT services.

I hope that our proposal meets your needs. I believe that our services are aggressively priced and am confident that we produce excellent quality work in serving our clients. The audit ready nature of our work product helps assure quality and has helped us create an excellent reputation.

Additional information can be found on our website, www.adsadsi.com. Please contact us with any questions.

Respectfully,



Dan Kettwich on behalf of ADS Advanced Data Services, Inc.

ADS Introduction and Methodology

ADS offers a wide range of professional services to meet the changing IT needs of Government, Non-Profit, Education and Healthcare clients. Services range from complete IT leadership outsourcing to an array of “A la Carte” services to support and augment IT departments who lack resources on a long term, or short term basis. ADS does not provide technical day to day technician resources, as those are easily available from multiple commercial sources, but does provide the management of those resources in support of organizational goals. ADS bridges the gap between organizational leadership and IT services. All clients shall be provided a free consultation to determine the estimated number of hours a project will require. A written estimate and detailed Scope of Work will be provided by ADS prior the decision of the client to engage ADS for services. Services provided by ADS outside the established scope of work will require a written addendum signed by both parties.

Due to the varying nature of IT projects, the specifics of each engagement can differ greatly, but the approach method is typically similar.

1. Establish Key Performance Indicators and/or Goals to be achieved.
2. Determine Stakeholders and Influencers to be part of team
3. Use SWOT (Strength, Weakness, Opportunity, Threat) technique to determine current position.
4. Determine the most practical and cost effective path to achieve KPIs/Goals.
5. Develop specific milestones and measurement methods to be used.
6. Implement and review, constantly monitoring for course correction.

ADS delivers services onsite and/or remotely. All onsite services shall be subject to Travel, Lodging and Per Diem charges. All onsite and offsite arrangements shall be identified in the SOW of each engagement, to be determined before the engagement begins.

Due to the nature of government budgets, encumbrance procedures and client request, ADS and the client may agree to convert an hourly estimate to a flat rate contract. Flat fee contracts are based on contract hourly rates and shall represent the actual amount billed. This method allows clients continuity in the budgeting process. Each flat fee contract shall be reviewed annually to ensure the engagement remains agreeable to both parties.

ADS will represent clients Eligible for discounts and reimbursements from the Universal Service Fund administered through the Universal Services Administrative Company (RHC and SLD). Due to the varying nature and complexity of each individual situation, a Scope of Work is created prior to representation (free of charge), with a flat fee included. The fee is based on the contract hourly rate, the Scope of Work, estimated burden time of the anticipated forms (published by the Federal OMB), the number of services and the number of sites to be served.

Hourly/Daily Professional IT Services

Outsourced CIO: This is a completely outsourced IT Leadership role. This service provides IT leadership services for all IT needs of an organization where there is no IT leadership in place. This service typically incorporates many of the other ADS service offerings to provide a turnkey IT leadership package. This service can be used on an on-going or interim basis.

Technology Assessments: Complete written assessments are based on a Scope of Work to be determined prior to the beginning of the project. ADS shall work with the client to determine the Key Performance Indicators critical to the client to be measured during the assessment. ADS can make recommendations on IT system improvements and efficiencies available, at the client's request.

Strategic and Operational Technology Planning: A written document to meet the needs of the client. ADS can lead the client through the planning process to establish the desired outcomes, and the necessary actions and resources to meet the goals of the client. The format of the plan shall be established in advance to be sure that the plan format and content meet the needs of the client and suitable for its intended purpose. (Such as a grant)

Information Technology/Telecommunications Services Design: ADS will design and document the IT resources and specifications necessary meet the stated objectives of the client. ADS will deliver the design in a format to meet the needs of the client.

Information Technology/Telecommunications Services Cost Review: Identification and review of all on-going costs, services, and products to ensure the client is maximizing the use of all IT and Telecommunication services. ADS shall deliver a written review and recommendations on potential cost savings, if any.

Contract Management, includes Vendor Management: Provides a point of contract, with oversight, of all IT contracts and vendors.

Information Technology/Telecommunications Project Management: Project management services of all size and scope. A detailed Scope of Work shall be designed to ensure that all milestones are met and the project outcome and goals are achieved.

Information Technology/Telecommunications Program Management: Program management typically encompasses multiple projects and/or multiple ADS services in support of a client's IT department.

Telecommunications Inventory Management: Inventory documentation services of all telecommunications services, to be provided to the client in a written form, or in the ADS on-line portal for on-going IT management.

Technology Equipment Inventory Management Inventory documentation services, including physical inventories, to be provided to the client in a written form, or in the ADS on-line portal for on-going IT management.

E-Rate Consulting: A range of USAC E-Rate consulting services are available, from supporting “Do It Yourself” applicants, full service consulting, training, audit representation and E-Rate “clean-up”. ADS has services and experience to meet the needs of all applicant types, from single site applicants to multi state consortiums.

Rural Healthcare Consulting: A range of USAC RHC consulting services are available, encompassing both the Telecommunications Program and the Healthcare Connect Fund. ADS has services and experience to meet the needs of all applicant types, from single a single rural HCP to complex multi state consortiums.

WWW Development: Custom web development using industry standard development tools, integration and programming to meet the specific needs of the customer.

Software Development: Custom software development using industry standard development tools, integration and programming to meet the specific needs of the customer.

Database Development: Custom database development using industry standard development tools, integration and programming to meet the specific needs of the customer.

Technology Consultation: A limited version of any of the ADS services, where the client doesn’t require a full service or extensive documentation, but rather a short term and limited consultation on a specific technology subject or problem.

Technology Training: ADS will provide custom training in a format conducive to the client needs in any area where ADS has expertise.

Technology Mentoring: A bridge between Training and CIO outsourcing. Mentoring by ADS allows new IT Directors/CIOs/CTOs to utilize and rely on the expertise of ADS personnel, while growing into a new position.

Technical Writing Services: Specific technical documentation delivered to the client in a format required by the client. Some examples are Specifications, RFPs, As built documentation, Training Materials and assistance with Grants.

Professional Speaking: Customized expert presentations on Technology Implementation, Strategic Planning and Operational Success as well as Integration of Process, Service and Staff to include Management and effective Leadership.

Software Services:

Mye-binder: Complete access to the mye-binder portal for all E-Rate management needs

On-Site Travel:

ADS supports clients in many rural locations with limited budgets, therefore, ADS does not have an hourly travel rate. Hourly travel in conjunction with a Scope of Work by ADS personnel is NOT BILLED.

Lodging: Standard lodging to be billed at actual rate, or GSA rate. ADS typically stays in “middle of the road” type hotels and does not attempt to “vacation” or profit from lodging.

Transit: Commercial/Air (21 day advanced booking when practical) or personal vehicle (mileage) to be billed at actual rate, or GSA rate, whichever is less.

Per Diem: Standard meals (no alcohol), based on three meals per day, to be billed at GSA rate.

Value Add Statements:

1. Products and services available

ADS provides a wide range of IT Professional Consulting Services.

2. Pricing for all available products and services

ADS is able to offer very competitive hourly rates due to our extremely low overhead.

3. Pricing for warranties on all products and services

ADS assures all items included in a client’s scope of work are completed to the client’s satisfaction.

4. Ability of Clients to verify that they received contract pricing

ADS will provide all customers at the TIPS contract rate during the Scope of Work process and follow through with matching invoices.

5. Payment methods

ADS will work with clients on any standard method of payment.

6. Other factors relevant to this section as submitted by the proposer

ADS specializes in providing an audit ready service that are vendor neutral. ADS does not have any vendor relationships that would interfere with providing best of breed solutions.

7. Ability to deliver products and services nationally

ADS has a national client base, and can continue to provide services nationally.

8. Response to emergency orders

ADS manages its' client base carefully to ensure quality service to every client. We currently operate under many various deadlines and will continue to be responsive to client needs and sensitive to their timing issues.

9. Average on time delivery rate

Within 24 hours. ADS works with each client to understand and meet deadlines.

10. Shipping charges

ADS pays all shipping charges.

11. History of meeting the shipping and delivery timelines

ADS has never missed a deadline and continue to meet and exceed all deadlines.

12. Ability to meet service and warranty needs of members

ADS assures all items included in a scope of work are completed to the client's satisfaction.

13. Customer service/problem resolution

ADS works diligently to meet the needs of all clients. Task and Case Management details are memorialized in an online portal. Should issues arise; ADS will work until the client is satisfied.

14. Invoicing process

ADS uses standard invoicing practices for government clients, and can adapt to any special requirements.

15. Contract implementation/Customer transition

ADS works carefully with each customer to exceed client expectations and if needed ensure smooth transitions from other professional service companies.

16. Website ease of use, availability, and capabilities related to ordering, returns and reporting

ADS has a strong web portal designed around customer support, and the memorialization of the engagement. Due to the nature of IT consulting, our approach to new clients and/or projects is in depth and personal to ensure success.

17. Instructional materials

ADS offers instructional videos and support for our web portal. During our consulting engagements, we work diligently to make critical knowledge known.

18. Offeror's reputation in the marketplace

ADS has an extremely high client retention rate, and an excellent reputation within our business sector.

19. Experience and qualification of key employees

ADS key personnel have a wealth of IT experience in the government and private sector.

20. Exhibited understanding of cooperative purchasing

Members of the ADS team have held cooperative purchasing contracts in the past and have leveraged cooperative purchasing contracts on behalf of clients.

Sample ADS Advanced Data Services, Inc. Master Services Agreement (“MSA”)

This Agreement is made effective by and between ADS Advanced Data Services, Inc. (A Texas based Corporation), with principal offices located at 410 North Jefferson, STE 326 Mt. Pleasant, TX 75455 ("ADS"), and _____<client located at>_____ ("CLIENT").

Start Date and Term of ADS MSA:_____. The CLIENT may terminate the ADS MSA at any time and for any reason. Termination of the ADS MSA does not release CLIENT of responsibilities agreed to within an ADS Statement of Work (“SOW”).

ADS shall provide Professional Managed Business Services/Solutions for CLIENT and its associated locations as documented within the SOW. The SOW shall define both CLIENT and ADS expectations.

The compensation due to ADS for services is defined within by an hourly charge, or flat rate defined in the SOW. ADS shall not raise rates or discontinue any discount offered during the term of this Agreement. Actual Statement of Work pricing may vary from year to year and project to project depending on the work performed.

CLIENT agrees to pay their invoice(s) within 30 days of receipt unless other arrangements are made.

CLIENT understands that ADS does not provide legal services.

At the request of CLIENT, ADS shall provide all CLIENT Documentation and Correspondence to CLIENT.

All information contained in this document is confidential and proprietary to ADS constituting its trade secrets and privileged confidential property. It is furnished with the understanding that it shall not, without written permission of ADS, be used for other than evaluation purposes or be disclosed to any third party.

In witness hereof, the parties have caused this Agreement to be executed by duly authorized personnel as of the signed below.

ADS Advanced Data Services, Inc.

CLIENT

Signature, on behalf of ADS

Signature, on behalf of CLIENT

Printed Name: Dan Kettwich

Printed Name:

Title: CEO

Title:

Date:

Date: