VENDOR CONTRACT

Between

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Arkansas Records Management, 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

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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

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- 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

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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;

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- 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

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The Interlocal Purchasing System (TIPS) Page 6 of 11 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

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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

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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

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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.

- <u>Contracts</u>: 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.
- <u>Back Ordered Products</u>: If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

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



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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.)



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We take the following exceptions/deviations to the **general** and/or **special terms and** <u>conditions</u>. 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: Exceptions:

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The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Informatio	n	Contact Info	ormation	Ship to Information
Bid Creator Email	Kim Thompson Coordinator of Office Operations	Address	Region VIII Education Service Center 4845 US Highway 271	Address
Phone Fax	Kim.Thompson@tips-usa.com (903) 575-2608 (866) 929-4402	Contact	North Pittsburg, TX 75686 Kim Thompson, TIPS	Contact Department
		Contact	Office Manager	Building
Bid Number Title Bid Type Issue Date	3042816 Professional Services RFP 2/1/2016 08:01:01 AM (CT)	Department Building		Floor/Room Telephone Fax
Close Date Need by Date	3/11/2016 03:00:00 PM (CT)	Floor/Room Telephone Fax Email	+1 (866) 839-8477 +1 (866) 839-8472 bids@tips-usa.com	Email
Supplier Inform	mation			
Company Address	Arkansas Records Managemen po box 21117	t Inc.		
Contact Department Building Floor/Room	hot springs, AR 71903 David Reagler			
Telephone Fax Email	1 (501) 525-5752 1 (501) 525-2638			
Submitted Total	2/19/2016 10:46:03 AM (CT) \$0.00			
By submitting	your response, you certify that yo	ou are authori	zed to represent and bind	your company.
Signature Da	avid Reagler		Email david	@arkansasrecords.com
Supplier Note	s			
Bid Notes				

Bid Activities

Bid Messages

¥	ease review the following and respond Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise -	No
		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.	
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?	No
1	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	AR, MS, LA, TX OK, MO, TN: Storage & Additional services, Shredding Services, and Hard drive destruction. All states: Scanning services, Storage box sales, and Document management software.
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.)	Arkansas Records Management's sole mission is to help you manage information and records so that you can provide outstanding service, empower your people with tools they need to work productively, and comply with record-keeping legal obligations.
			We do this by offering a variety of services. We scan paper records, converting them to electronic format to increase efficiency and reduce wasted office space. We store paper records in our secure warehouses. We shred paper records, hard drives, uniforms, and other branded items. We sell and support paperless office document solutions Your organization must compete in this tough world market, and Arkansas Records Management is a service company that helps you succeed.
5	Primary Contact Name	Primary Contact Name	David Reagler
7	Primary Contact Title	Primary Contact Title	President
3	Primary Contact Email	Primary Contact Email	david@arkansasrecords.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5015255752
0	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5015252638
1	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8702085752
12	Secondary Contact Name	Secondary Contact Name	Richard Borgman

13	Secondary Contact Title	Secondary Contact Title	Sales
14	Secondary Contact Email	Secondary Contact Email	richard@arkansasrecords.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5015255752
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	5015252638
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	8704894509
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kristen Meyers
19	Admin Fee Contact Email	Admin Fee Contact Email	kmeyers@arkansasrecords.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5015255752
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	David Reagler
22	Purchase Order Contact Email	Purchase Order Contact Email	david@arkansasrecords.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	5015255752
24	Company Website	Company Website (Format - www.company.com)	www.arkansasrecords.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-4415347
26	Primary Address	Primary Address	156 Stanage Drive
27	Primary Address City	Primary Address City	Hot Springs
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	AR
28 29	Primary Address State Primary Address Zip	Primary Address State (2 Digit Abbreviation) Primary Address Zip	AR 71901
29	Primary Address Zip	Primary Address Zip 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:	71901 Records storage, scanning, shredding, document management software, hard drive destruction,
29 30	Primary Address Zip Search Words:	Primary Address Zip 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.) 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"	71901 Records storage, scanning, shredding, document management software, hard drive destruction, storage boxes cloud services
29 30 31	Primary Address Zip Search Words: Yes - No	Primary Address Zip 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.) 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.) Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident	71901 Records storage, scanning, shredding, document management software, hard drive destruction, storage boxes cloud services Yes

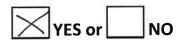
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned 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?	No
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?	5
44	Years Experience	Company years experience in this category?	10
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

Response Total:

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)



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



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:

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(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.

Arkansas Records Mangement, Inc.	
David D. Reagler	
Signature of authorized representative	
02/18/2019	

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:

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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:	Arkansas Records Management, Inc.
Vendor Address:	156 Stanage Drive, Hot Springs, Arkansas 71901
Vendor E-mail Address:	david@arkansasrecords.com
Vendor Telephone:	501-525-5752
Authorized Company Offic	cial's Name:
Signature of Company Off	icial: Dan D Renzber
Date:	0 02-11-2016

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:	Arkansas Records Management
Mailing Address:	PO Box 21117
City:	Hot Springs
State:	Arkansas
Zip:	71903
Telephone Number:	(501) 525-5752
Fax Number:	(501) 525-2638
Email Address:	david@arkansasrecords.com
Authorized Signature:	Dand D Reyler
Printed Name:	David D. Reagler
Position:	President

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.

NUMAR Mc Matt TIPS Authorized Signature David Wayne Fitts Approved!

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Approved by Region VIII ESC

4-28-2016 Date

4-28-2016

Date

References

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** 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
City Government	Hot Springs	Arkansas	Jeff Winter	501-321-6835
Hot Springs School District	Hot Springs	Arkansas	Jim Gentry	501-623-2995
Lake Hamilton School District	Garland County	Arkansas	Sandy Hancock	501-760-7759
Small Business Administration	Little Rock	Arkansas	Edward Haddock	501-324-7379, x279
College of the Ouachitas	Malvern	Arkansas	Brenda Keiser	501-332-1915
Arkansas School for the Deaf	Little Rock	Arkansas	CJ Jacob	501-324-9507
Garland County Treasurer	Hot Springs	Arkansas	Tim Stockdale	501-622-3650
Arkansas State Representative	Hot Springs	Arkansas	Bruce Cozart	501-627-3232

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Arkansas' total solution for records management

ARKANSAS RECORDS MANAGEMENT, INC.

When your business records reach the end of their retention period it's necessary to dispose confidential information doesn't fall into the wrong hands, creates an audit trail and helps of them properly. Secure paper shredding and media destruction ensures that your keep your business compliant with data privacy laws.

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tements P	Profit and Loss Statements
s 3	Petty Cash Records
3	Payroll Register
P	Note Ledgers
s	Labor Cost Records
P	General Ledger
ts - Certified P	-
ts - Periodic 2	Financial Statements - P
Employee	Expense Reports - Employee
7 7	Estimates, Projections
3	Earnings Register
ecords5	Cost Accounting Records
l, Voucher	Checks - Cancelled, Voucher
d, Payroll2	Checks - Cancelled, Payroll
P	Check Register
7als	Cash Receipt Journals
rd 3 AD	Capital Asset Record
Files	Budgets and Cost Files .
S	Bonds and Records
nd Reconciliations	Bank Statements and Re
s and Slips 3	Bank Deposit Books and Slips
٩	Balance Sheet
ole Ledger 3	Accounts Receivable Ledger
Ledger P	Accounts Payable Ledge
Invoices	Accounts Payable Invoices

Records (Record Conv)
Systems and Procedures
Forms Control P (1 copy)
Directives from Offices P
Correspondence - General Office
Correspondence - Executive P
Reports
Classified Documents: Control, Inventories,
Audit Work Papers- Internal 3
Audit Reports - Internal 3
Audit Reports - Public & Government 10

COMMUNICATIONS

Telecommunications Copies2	Mail Logs Meter Records 1	Postal Records - Registered and Insured	Postage Reports, Stamp Requisitions1	Messenger Records1	Bulletins - Communications P	
Telephone Records - Installation, Location,	Telecommunications Copies 2 Telephone Records - Installation, Location,	Mail Logs Meter Records 1 Telecommunications Copies 2 Telephone Records - Installation, Location,	Postal Records - Registered and Insured Mail Logs Meter Records	Postage Reports, Stamp Requisitions 1 Postal Records - Registered and Insured 1 Mail Logs Meter Records 1 Telecommunications Copies 2 Telephone Records - Installation, Location, 1	Messenger Records 1 Postage Reports, Stamp Requisitions 1 Postal Records - Registered and Insured 1 Mail Logs Meter Records 1 Telecommunications Copies 2 Telephone Records - Installation, Location, 2	Bulletins - Communications P Messenger Records 1 Postage Reports, Stamp Requisitions 1 Postal Records - Registered and Insured 1 Mail Logs Meter Records 1 Telecommunications Copies 2 Telephone Records - Installation, Location, 2
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CONTRACT ADMINISTRATION

Form and Format Reports -Relating to Distribution, Revision, Specifications, Procedures, Correspondence Contracts Negotiated, plus Bailments, Changes, P σ

501.525.5752 FAX: 501.525.2638 WWW.ARKANSASRECORDS.COM

Arkansas' total solution for records management

P S AND SERVICES		LEGAL Ga Claims and Litigation or Torts and He Breach of Contract p Copyrights p Law Records - Federal, State, Local SUP Patents and Related Data p Trademarks p Unit Unit	Capital Stock Ledger P Ap Charters, Constitution, Bylaws P At Contracts 20 AT En Election Records - Corporate P En Incorporation Records - Corporate P Fic Licenses - Federal, State, Local AT Fil
PURCHASING A 3 A 0B 3 A	PLANT AND PROPERTY P Depreciation Schedules p Inventory Records p Maintenance and Repair - Buildings 10 Maintenance and Repair - Machinery 5 Plant Account Cards, Equipment Records, 5 Historical Folders p Property Deeds p Purchase of Lease Records - Plant p	Garnishments 3 AS Health and Safety Bulletins p Injury Frequency Charts p Insurance Records, Group - Employee 10 AT Job Descriptions 3 SUP Rating Cards 3 SUP Time Cards 3 SUP Training Manuals 7 Agreements Union (Collective Bargaining) Agreements 5 AT	Settlements 30 AS Applications, Changes, Terminations 5 Attendance Records 7 Employee Activities 5 Employee Contracts 5 Fidelity Bonds 3 File - Individual Employee 5

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Requisitions - Supplies1

Quotations1

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PRODUCTS, SERVICES, MARKETING

Credit Rating and Classifications

PUBLIC RELATIONS & ADVERTISING

Advertising Activity Reports 5
Community Affairs Records P
Contracts - Advertising 3 AT
Employee Activities and Presentations P
Exhibits, Release, Handouts 3
Internal Publications (Record Copy) P
Layouts
Manuscripts1
Public Information Activity7
Research Presentations P

TAXATION

Visitor Clearance	<
Subcontractor Clearance	S
Protective Devices	σ
Protection - Guards Badge Lists,	σ
Fire Prevention ProgramsP	Т
Employee Clearance Lists SUP	Π
Employee Case Files 5 AT	Ш
Courier Authorization 1 mo. ATR	\cap
Classified Material Violations P	C

TRAFFIC AND TRANSPORTATION

S
Vehicle Operating and Maintenance
Receiving Documents 5
Rates and Tariffs SUP
Aircraft Operating and Maintenance P

LEGEND FOR RETENTION PERIOD:

AFTER DISPOSAL AD	PERMANENTLYP	AFTER TRIPATR	AFTER SETTLEMENT AS	JOB OR CONTRACT AC	AFTER COMPLETION OF
	WHEN SUPERSEDED		AFTER TERMINATION		AFTER EXPIRATION