

To: The Honorable Mayor and Council Members

From: Alberto Destrade, CPPO, Purchasing Director 

Date: January 14, 2020

RE: **A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOFTWARE HOUSE INTERNATIONAL, INC., IN THE AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED AND THIRTY THOUSAND DOLLARS (\$130,000), FOR THE PURCHASE OF COMPUTER HARDWARE/SOFTWARE AND PERIPHERALS, UTILIZING THE COOPERATIVE PURCHASING PROVISION PURSUANT TO SEC. 7-169 OF THE CITY CODE, ON A CONTRACT AWARDED THROUGH THE INTERLOCAL PURCHASING SYSTEM (TIPS) REQUEST FOR PROPOSALS NO. 161202; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

---

**RECOMMENDATION**

Staff is requesting that the Mayor and City Council approve the issuance of purchase orders to Software House International, Inc., (SHI) for the purchase of computer hardware/software and peripherals through the national purchasing cooperative known as The Interlocal Purchasing System (TIPS), for an amount not-to-exceed \$130,000.

**BACKGROUND**

On December 1, 2016, TIPS issued *Request for Proposals No. 161202 - Electronic Goods, Appliances and Associated Goods and Services* seeking proposals from experienced and qualified vendors to enter into a national cooperative contract made available for member agencies to procure competitively priced products/equipment and services as needed, including the City of North Miami. TIPS membership is available nationwide to any government agency, educational institution or non-profit organization and offers cost-saving opportunities procured through over 3,000 pre-qualified vendors. As a result of this Solicitation, SHI was selected as one of the top-ranked firms and was awarded a contract that runs through February 27, 2020.

The City's Information Technology department has requested the purchase of computer hardware and software from the SHI contract, as needed on an ongoing basis. Therefore, staff recommends approval of the issuance of purchase orders to SHI through the use of the national cooperative contract made available by TIPS, as authorized under Section 7-169 of the City's Procurement Code, for an amount not-to-exceed \$130,000.

**FUNDING SOURCE**

Funding for this purchase is allocated from the City's General Fund.

**ATTACHMENTS**

Proposed Resolution

TIPS – Solicitation RFP No. 161202

SHI Agreement and Contract Renewal

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER TO ISSUE PURCHASE ORDERS TO SOFTWARE HOUSE INTERNATIONAL, INC., IN THE AGGREGATE AMOUNT NOT TO EXCEED ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000.00), FOR THE PURCHASE OF COMPUTER HARDWARE/SOFTWARE AND COMPUTER PERIPHERALS, UTILIZING THE COOPERATIVE PURCHASING PROVISION PURSUANT TO SEC. 7-169 OF THE CITY CODE, ON A CONTRACT AWARDED THROUGH THE INTERLOCAL PURCHASING SYSTEM REQUEST FOR PROPOSALS NO. 161202; PROVIDING FOR AN EFFECTIVE DATE AND FOR ALL OTHER PURPOSES.**

**WHEREAS**, on December 1, 2016, the Interlocal Purchasing System (“TIPS”), issued *Request for Proposals No. 161202 – Electronic goods, appliances & associated goods and services* (“Solicitation”), seeking proposals from qualified and experienced vendors to provide electronic goods, appliances, associated goods and services; and

**WHEREAS**, following the evaluation process, Software House International, Inc. (SHI) was awarded a contract with an initial term of February 23, 2017 through February 27, 2020; and; and

**WHEREAS**, Section 7-169 of the City Code authorizes the City to participate in cooperative purchasing agreements for the procurement of supplies or services with one (1) or more public entities; and

**WHEREAS**, (TIPS) is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership with benefits including: access to competitively procured contracts with quality vendors, savings of time and financial resources necessary to fulfill bid requirements, and access to pricing based on a national high-profile contract; and

**WHEREAS**, in accordance with Section 7-169 of the City Code, the City administration respectfully requests that the Mayor and City Council authorize the City Manager to issue purchase

orders in an amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00) for the purchase of equipment, based on a competitive price to the City.

**WHEREAS**, the Mayor and City Council find the purchase of computer equipment at a substantial savings, in accordance with the Solicitation, is in the best interest of the City.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1.**     **Authority of City Manager.** The Mayor and City Council of the City of North Miami, Florida, hereby authorize the City Manager to issue purchase orders to Software House International, Inc. in the aggregate amount not to exceed One Hundred Thirty Thousand Dollars (\$130,000.00), utilizing the cooperative purchasing provision pursuant to Sec. 7-169 of the City Code, on a contract awarded through the National Joint Powers Alliance.

**Section 2.**     **Effective Date.** This Resolution shall be effective upon adoption.

**PASSED AND ADOPTED** by a \_\_\_\_\_ vote of the Mayor and City Council of the City of North Miami, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
PHILLIPE BIEN-AIME  
MAYOR

ATTEST:

\_\_\_\_\_  
VANESSA JOSEPH, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
JEFF P. H. CAZEAU, ESQ.

CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

**Vote:**

Mayor Philippe Bien-Aime

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Vice Mayor Alix Desulme, Ed.D.

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilman Scott Galvin

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilwoman Carol Keys, Esq.

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

Councilwoman Mary Estimé-Irvin

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)

# PROCUREMENT SOLICITATION DOCUMENT



## The Interlocal Purchasing System (TIPS)

A Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states.

*Lead Agency*



**Region 8 Education Service Center**

4845 US Hwy. 271 North, Pittsburg, Texas 75686 - Toll-free (866) 839-8477

www.tips-usa.com

E-mail: bids@tips-usa.com

## NOTICE TO PROPOSERS

**DEADLINE DATE FOR ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY**

**or otherwise is:**

**January 13, 2017 at 3:00 P.M. Local Time**

**The solicitation documents may be found at <https://tips.ionwave.net>**

If a problem is encountered accessing the solicitation, please contact TIPS at the address or phone listed above for help.

**This solicitation is a Request for Proposals as permitted in the Texas Education Code § 44.031 for the category:**

**RFP 161202 Electronic Goods, Appliances and Associated Goods and Services**

Electronic Goods, Appliances and Associated Goods and Services such as TVs, cameras, refrigerators, computer equipment, data storage equipment, game systems and games, vacuum cleaners, phones, video and audio players and equipment, software, scanners, printers, tablets, protective cases, cables, cords, etc.

---

NOTICE: The use of the terms Solicitation, Bid, Request for Proposals, RFP, Request for Competitive Sealed Proposals, RCSP, or other specific terms may not be accurate in legal terminology and should be construed to mean the method of competitive procurement listed above with the legal citation of the source of the procurement method. Example: "This Solicitation is a Request for Proposals as permitted in the Texas Education Code Section 44.31".

# About TIPS

TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- Awarded agreements may be automatically renewed on the annual agreement award date for two additional consecutive one year terms if sales have been successfully reported to TIPS and if both parties agree. THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserved the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

## Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining open competition

for purchases and by complying with purchasing laws and ethical business practices.

- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

### **Customer Service**

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

### **Financing of TIPS**

- The total cost of the TIPS program is funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Fee schedule for this solicitation is 1%. Vendor will pay the fee on the actual invoiced and paid sales to TIPS members.
- TIPS does not charge a fee to participating government entities for this solicitation.

### **Purchasing Procedures**

- Agreements are established through free and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities' jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- **NOTE: It is always the vendor's responsibility under the TIPS agreement to report all sales under the agreement to TIPS.**
- Vendors deliver goods/services directly to the participating member agency and then invoice the participating member agency. The Vendor receives payment directly from the participating member agency.

### **Pricing for Line Items or Catalogue**

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services that are commonly purchased by governmental entities, including school districts.

Proposals on any reputable manufacturer's regularly produced equipment of such items of a similar

nature or similarly used and substantially equivalent will be considered. The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalogue" now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or in combination with a minimum catalogue discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalogue" and are available for purchase by users of the agreement.

**Definition of "catalogue"**

"Catalogue" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalogue, price list, schedule, shelf price or other form that:

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

**ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:**

<b>Posting Date</b>	<b>December 1, 2016</b>
<b>Proposal available before end of day</b>	<b>December 1, 2016 through January 13, 2017 at 3:00 PM Local Time</b>
<b>Pre-Bid Meeting</b>	<b>December 8, 2016 at 9:00 AM Local Time</b>
<b>Proposal Deadline</b>	<b>January 13, 2017 at 3:00 PM Local Time</b>
<b>Proposal Opening</b>	<b>January 13, 2017 at 3:00 PM Local Time</b>
<b>Proposals Review/Scoring</b>	<b>January 13, 2017 to February 16, 2017</b>
<b>Proposals Award</b>	<b>February 23, 2017</b>
<b>Award Notifications</b>	<b>Begin posting to TIPS Website February 27, 2017</b>
	<b>Contractor may call for results after February 23, 2017</b>
	<b>Award letters will be made available online.</b>
	<b>Non-Award letters will be mailed to contractors with No Awards.</b>



# Proposal Instructions

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended at any time prior to the due date and time. ION wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year's Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS to all those known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.
8. Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "SOLICITATION NAME #xxxxxx contractor question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum. **QUESTIONS WILL BE RECEIVED UNTIL JANUARY 6, 2017 AT NOON Local Time. No questions will be addressed from December 16, 2017 through January 2, 2017. Questions may be submitted by email but a response may not be issued until January 3, 2017 or later.**

## **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** “A person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034. See FELONY CONVICTION NOTICE document on the “Attachments” tab. Felony conviction notice document must be uploaded to the “Response Attachments” FELONY CONVICTION NOTICE section.

### **References**

The proposal response should contain a minimum of Three (3) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

### **Resellers/Dealers**

Vendors with Resellers/Dealers must provide the Resellers/Dealers document from the “Attachments” section, complete and uploaded to the “Response Attachments” RESELLERS/DEALERS section.

### **Vendor Certifications**

Vendor certifications will include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

There is a form that relates to all vendors that is required by Federal Regulation when federal funds are expended by a member. Vendors should complete all requested forms agreeing to comply with regulations.

### **Vendor Agreement**

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section.

**Agreement Signature Form**

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section.

**Warranty (If applicable)**

Warranty documentation must be scanned and uploaded to the “Response Attachments” WARRANTY section.

**Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest\\_Procedures\\_for\\_Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

**Supplementary Catalogs and Information (If applicable)**

Supplementary Catalogs and Information documentation must be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogues or pricing that is published for all customers to see when shopping for your goods or services.

Links to catalogue pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer’s complete line of products, when possible.

**LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.**

**Pre-Bid Meeting (Not Mandatory)**

Where: Region 8 Education Service Center  
4845 U.S. Highway 271 North, Pittsburg, Texas 75686  
TIPS Board Room

Date: December 8, 2016

Time: 9:00 AM Local Time

Agenda: TIPS Overview  
TIPS eBid System  
SOLICITATION Overview  
Questions and Answers  
Tour of TIPS Facility

# Terms and Conditions

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals**: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.
5. **Deviations and Exceptions**: Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities**: Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members' needs and deciding the controlling order is

at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.

9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published price or both if applicable to your proposal. A published price is defined as catalog, website, shelf or other production of pricing for goods or services offered by the proposer.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **Adding new or replacement items or services** - When proposing a Discount off catalogue prices model - **PREFERRED MODEL**  
**NEW ITEMS:** TIPS will allow the addition of new items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing model. You may stipulate discount off specific brands or lines of goods if you desire. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market but may be sold to other government customers.)  
**REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS:** When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced with the same markup as the item it replaces. Vendor shall be required to prove the cost and markup if the cost is higher than the original core list price to customer.
12. **LIMITATION OF LIABILITY - Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS

SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

13. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:

- (a) Reject or cancel any or all proposals;
- (b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- (c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- (d) Reissue a SOLICITATION;
- (e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- (f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;
- (g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.

# SPECIFICATIONS

## Description, Specifications and Pricing – Electronic Goods, Appliances and Associated Goods and Services

Proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered. The list below is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalogue" now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalogue" and are available for purchase by users of the contract.

TIPS is soliciting proposals for vendors to provide Electronic Goods, Appliances and Associated Goods and Services. The following is a list of included items meant to illustrate what we seek vendors to propose. Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalogue. You may offer different discounts for different brands or lines of goods if you choose. A catalogue is defined here.

"**Catalogue**" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalogue, price list, schedule, shelf price or other form that:

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

**A zero discount off catalogue proposal is permitted, but TIPS encourage vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.**

You may propose all goods as a line items list if you prefer but the PREFERRED proposal method is a minimum discount off catalogue prices. You may stipulate discount off specific brands or lines of goods if you desire.

Types of items that may be included in your proposal would include, but not limited to, things like:

1. Video and audio players and recorders
2. Cameras of all types
3. Phones

4. Game Systems and games
5. Televisions
6. Monitors, Computers, printers and peripherals
7. Cables, cords, connectors
8. Large and small appliances and other home electronics
9. Refrigerators, stoves, ovens
10. Vacuums
11. Cases for electronics
12. Data storage devices and services
13. Tablets and readers
14. Scanners
15. Watches
16. Toys
17. Copyrighted media, such as movies and books
18. Software
19. Other items typically sold by retailers
20. Services

#### **PRICING FORMAT (EXCEL SPREADSHEET)**

**DO NOT PROPOSE "PRICE TO BE DETERMINED".**

There are two (2) section in the Excel sheet provided in the solicitation documents, please complete all that are applicable to your proposal. The discount off catalogue price is the preferred method and please propose that method in addition to any other method you desire.

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalogue, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalogue. If different sections of your catalogue have different minimum discounts, please note accordingly.

#### **Excel sheet provided in electronic solicitation in ION Wave**

List any other services, maintenance agreements, mileage fees, travel costs, etc. with line item pricing for years One, Two and Three of the awarded contract AND/OR discount off Catalogue price as defined above.

**Vendor may provide additional pricing in another format.**

**ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION.**

**Example: Proposed catalogue, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.**



Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

**Service Incidental to the Sale of Goods**

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the spreadsheet or in an attachment.

**Any and All Services may be proposed, but must be priced either as a line item or as a discount off the published Catalogue price.**

**If Line item pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. TO increase the price of a line item prices good, vendor must submit proof form the manufacturer or distributor that the pricing has increased and by how much.**

**NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IN SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOGUE PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOUR BUSINESS MODEL.**

Pricing Spreadsheet must be downloaded from the "Attachments" section, completed and uploaded to the "Response Attachments" PRICING SPREADSHEET.

# VENDOR CONTRACT

Between \_\_\_\_\_ and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

Electronic Goods, Appliances and Associated Goods & Services

Contract #161202

## 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 1%, 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](mailto: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](mailto: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.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

## **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.

### **Incorporation of Solicitation**

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

## Special Terms and Conditions

It is the intent of TIPS to 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 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

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:



SHI Exceptions to The Interlocal Purchasing System (TIPS) RFP Vendor Contract #161202

Ref.	Customer Terms and Conditions	SHI Comment
<p><b>Vendor Contract ; Warranty Conditions</b></p>	<p>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.</p>	<p>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. <u>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER OR DISTRIBUTOR.</u></p>
<p><b>Vendor Contract; Indemnity</b></p>	<p><b>Indemnity for Personality Contracts.</b> Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, member(s), officers, employees, or agents.</p> <p><b>Indemnity for Performance Contracts.</b> The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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</p>	<p><b>Indemnity for Personality Contracts.</b> Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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, <u>to the extent caused by</u> 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.</p> <p><b>Indemnity for Performance Contracts.</b> The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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, <u>to the extent caused by</u> 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.</p>

Deleted: arising out of, or resulting from,

Deleted: , whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents

Deleted: arising out of, or resulting from,

Deleted: Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, its member(s), officers, employees, or agents.

Ref.	Customer Terms and Conditions	SHI Comment
	<p>indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, its member(s), officers, employees, or agents.</p>	
<p><a href="#">ADD</a></p>		<p><u>LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u></p> <p><u>EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNITY", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY TIPS TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.</u></p>

# 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: SHI Government Solutions

Mailing Address: 1301 Mo-Pac Expy # 375

City: Austin


State: Texas

Zip: 78746

Telephone Number: (800) 477-6479

Fax Number: (732) 868-5903

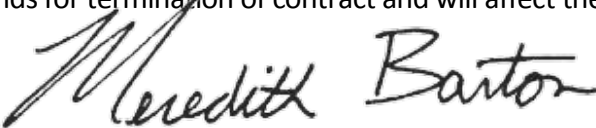
Email Address: cassie\_skelton@shi.com

Authorized Signature: 

Printed Name: Cassie Skelton

Position: Senior Contract Specialist

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.

 February 22, 2017  
TIPS Authorized Signature Date

 February 22, 2017  
Approved by Region VIII ESC Date



# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe General Manager	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	david.mabe@tips-usa.com	Contact	Kim Thompson, TIPS Office Manager	Contact
Phone	+1 (903) 243-4759	Department Building		Department Building
Fax	+1 (866) 749-6674	Floor/Room		Floor/Room
Bid Number	161202 Addendum 1	Telephone	+1 (866) 839-8477	Telephone
Title	Electronic Goods, Appliances and Associated Goods & Services	Fax	+1 (866) 839-8472	Fax
Bid Type	RFP	Email	bids@tips-usa.com	Email
Issue Date	12/1/2016 06:01 PM (CT)			
Close Date	1/13/2017 03:00:00 PM (CT)			

## Supplier Information

Company SHI Government Solutions  
 Address 1301 South Mo-Pac Expressway Ste 375  
 Austin, TX 78746

Contact  
 Department  
 Building  
 Floor/Room  
 Telephone (800) 870-6079  
 Fax  
 Email  
 Submitted 1/13/2017 07:25:21 AM (CT)  
 Total \$0.00

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

Signature Meghan Flisakowski

Email meghan\_flisakowski@shi.com

## Supplier Notes

## Bid Notes

## Bid Activities

## Bid Messages

**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
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.	Yes
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.)	SHI Government Solutions was incorporated in Texas in 1999, and is certified as an AS/F HUB with Texas Comptroller of Public Accounts' VID# 1223695478500 . We pride ourselves on our long-standing relation with the State of Texas, our technical expertise and dedicated staff. We treat every engagement as a joint venture; we share the commitment to success with our customer and our teams go the extra mile to ensure the project is completed on-time, on-budget, and above expectations. Founded in 1989, SHI International Corp. is a \$6 billion+ global provider of technology products and services. Driven by the industry's most experienced and stable sales force and backed by software volume licensing experts, hardware procurement specialists, and certified IT services professionals, SHI delivers custom IT solutions to Corporate, Enterprise, Public Sector and Academic customers. With over 3,500 employees worldwide, SHI is the largest Minority/Woman Owned Business Enterprise (MWBE) in the U.S. and is ranked 12th among CRN's Solution Provider 500 list of North American IT solution providers.
6	Primary Contact Name	Primary Contact Name	Victoria Pubylski
7	Primary Contact Title	Primary Contact Title	Sales Support Operations Manager
8	Primary Contact Email	Primary Contact Email	Victoria_Pubylski@shi.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(512) 582-6724

10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(512) 732-0232
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(512) 582-6724
12	Secondary Contact Name	Secondary Contact Name	Nick Grappone
13	Secondary Contact Title	Secondary Contact Title	Contract Specialist
14	Secondary Contact Email	Secondary Contact Email	nick_grappone@shi.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	732-564-8189
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(512) 732-0232
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Sales Analyst
19	Admin Fee Contact Email	Admin Fee Contact Email	SalesAnalyst@shi.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(800) 477-6479
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Texas Team
22	Purchase Order Contact Email	Purchase Order Contact Email	texas@gs.shi.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(800) 870-6079
24	Company Website	Company Website (Format - www.company.com)	www.shi.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	22-3009648
26	Primary Address	Primary Address	1301 Mo-Pac Expy # 375
27	Primary Address City	Primary Address City	Austin
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	78746
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.)	SHI, computer, laptop, desktop, tablet, server, networking, storage, peripherals, printers, body-worn cameras, services, IT products, Nimble, Dell, EMC, HP, Lenovo, Pure Storage, IBM, Belkin, Lexmark, Kingston, Microsoft Surface, sandisk, Fujitsu, Plantronics, Surveillance, Toughbook, Project Management, Solution Architect Services, Professional Services, Software as a Service, SaaS, Flash, Flash Storage, Cables, Components , Accessories

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)	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?	Austin
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	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?	20
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.	Yes
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

---

## Regulatory Standing Form

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not explain below or attach explanation.

---

---

---

---

---



Signature

**Cassie Skelton**

Name of Authorized Signatory

**SHI Gouvernement Solutions**

Name of Company

**1/9/2017**

Date

**Notice to Vendors Conflict of Interest  
Disclosure Statements Texas Local  
Government Code, Chapter 176 for Education Service Center and TIPS**

Vendors are required to file a Conflict of Interest Questionnaire (Form CIQ) with the District **if an employment or business relationship or family relationship exists** between the vendor and a local government officer ("LGO") of the District or a family member of the LGO. **THERE ARE POTENTIAL CRIMINAL PENALTIES FOR FAILURE TO COMPLY WITH TEX. LOCAL GOVT. CODE CHAPTER 176.** Certain terms used herein are defined in Chapter 176. Vendors are encouraged to review and become familiar with all disclosure requirements of Chapter 176 and Form CIQ. The information contained herein is for information purposes only and shall not be construed as legal advice. "Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent (including an employee) of a vendor.

**A vendor is required to file a completed Form CIQ if the vendor has a business relationship with C-FB ISD (the "District") and:**

1. has an employment or other business relationship with a Local Government Officer ("LGO") of the District, or a family member of the LGO;
2. has given a LGO of the District, or a family member of the LGO, one or more gifts that have the aggregate value of more than \$100 in the 12-month period specified in Loc. Govt. Code Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
3. has a family relationship with a LGO of the District.

**Form CIQ must be filed with the appropriate District records administrator:**

1. Not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the District; or
    - (B) submits to the District an application, response to a request for proposals or bids, correspondence, or other writing related to a potential contract with the District; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a LGO, or a family member of the LGO;
    - (B) that the vendor has given one or more gifts described above; or
    - (C) of a family relationship with a LGO.
2. The vendor also shall file an updated completed questionnaire (Form CIQ) not later than the seventh business day after the date on which the vendor becomes aware of an event that would make a statement in the questionnaire in complete or inaccurate

**Local Government Officers (LGOs) of the Education Service Center Region 8 and TIPS as of September 01, 2016, include:**

1. **Members of the Education Service Center Region 8 and TIPS Board of Trustees:** current list found at [http://www.reg8.net/106311\\_2](http://www.reg8.net/106311_2)
2. Executive Director: Dr. David Fitts
3. **An employee of Education Service Center Region 8 and TIPS** who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. a list may be found at [http://www.reg8.net/80336\\_2](http://www.reg8.net/80336_2)

If you are required to file a Conflict of Interest Questionnaire (Form CIQ), upload the with your proposal.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

### OFFICE USE ONLY

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_   
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_   
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_   
 Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

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

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

and

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

Company name SHI Government Solutions

Address 1301 Mo-Pac Expy # 375,

City/State/Zip Austin, TX 78746


Phone No. 800-477-6479 ext:8202

Fax No. 732-868-5903

Email address cassie\_skelton@shi.com

Printed name: Cassie Skelton

Position title: Senior Contracts Specialist

Authorized signature: 

Date: 1/9/2017

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions

---

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, *Federal Register* (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(Before completing certification, read attached instructions.)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Organization Name** SHI Government Solutions **161202 Electronic Goods**  
**PR/Award Number or Project Name**

---

**Name and Title of Authorized Representative** Cassie Skelton

---

**Signature** 

**Date** 1/9/2017

---

## **Instructions For Certification**

- 1. By signing and submitting the form on page 24.10, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

## Certification Regarding Lobbying

---

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

---

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

### SHI Government Solutions

---

1301 Mo-Pac Expy # 375, Austin, TX 78746

Name/Address of Organization

Cassie Skelton

Name/Title of Submitting Official



Signature

1/9/2017

Date



## PROCUREMENT

### Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and / or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants, and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award / loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

2 CFR PART 200 Contract Provisions

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

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

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

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

**(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES CS Initial of Authorized Company Official

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

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

Does vendor agree? YES CS Initial of Authorized Company Official

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-**



## 2 CFR PART 200 Contract Provisions

### **1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).**

Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES CS Initial of Authorized Company Official

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

Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree? YES CS Initial of Authorized Company Official

### **(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein

Does vendor agree? YES CS Initial of Authorized Company Official

### **Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)**

Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42


**2 CFR PART 200 Contract Provisions**

U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act? YES CS Initial of Authorized Company Official

Company Name SHI Government Solutions

Print name of authorized representative Cassie Skelton

Signature of authorized representative 

Date 1/9/2017

## Contract Terms and Conditions

Please initial your answer and sign on page 2 or 2 of this section

### Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?** YES  NO

### Remedies

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

**Do you agree to these terms?** YES  NO  you do not, please reference objection in Deviation form section

### Choice of Law

This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?** YES  NO

### Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?** YES  NO

### Alternative Dispute Resolution

Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if non-binding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.

**Do you agree to these terms?** YES  NO  If you do not, please reference objection in Deviation form section

### Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.

Do you agree to these terms? YES  NO  If you do not, please reference objection in Deviation form section

### Acts or Omissions

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

Do you agree to these terms? YES  NO  If you do not, please reference objection in Deviation form section

### Contract Governance

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

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.**  
Do you agree to these terms? YES  NO  Not a negotiable term.

### Payment Terms


TIP's members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel.  
These are minimum terms required of the TIPS by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements.

### Funding Out Clause

Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.

**Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.**  
Do you agree to these terms? YES  NO  Not a negotiable term.

Signature below certifies accuracy of answers to all sections on page 1 and 2 of this document.

Authorized Signature  \_\_\_\_\_

Printed Name Cassie Skelton

Company Name and address: 1301 Mo-Pac Expy # 375, Austin, TX 78746

Telephone Number 800-477-6479 ext:8202 Date 1/9/2017

# DEVIATION/COMPLIANCE SIGNATURE FORM

## TIPS

SHI Government Solutions

COMPANY NAME

1301 Mo-Pac Expy # 375,

ADDRESS

Austin, TX 78746

CITY

STATE

800-477-6479 ext:8202

PHONE NUMBER

732-868-5903

FAX NUMBER

Cassie Skelton



Name and signature of authorized official

If the undersigned bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this bid invitation, all such deviations must be listed on this page, with complete and detailed conditions and information included or attached. The District will consider any deviations in its bid award decisions, and the District reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this form, the bidder assures the District of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Bid Invitation.

No, Deviation

Yes, Deviations

If yes is checked, please list below. Or attach to this form by stapling your deviations

Infringement - Bidder cannot indemnify against third party claims related to third party

products that are being resold to the District. Any infringement indemnification will come

from the applicable manufacturer directly. Bidder is only a reseller of such products.

---

---

---

---

---

---

---

---

SHI Exceptions to The Interlocal Purchasing System (TIPS) RFP Vendor Contract #161202

Ref.	Customer Terms and Conditions	SHI Comment
<b>Vendor Contract ; Warranty Conditions</b>	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.	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. <u>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER OR DISTRIBUTOR.</u>
<b>Vendor Contract; Indemnity</b>	<p><b>Indemnity for Personality Contracts.</b> Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, member(s), officers, employees, or agents.</p> <p><b>Indemnity for Performance Contracts.</b> The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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</p>	<p><b>Indemnity for Personality Contracts.</b> Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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, <u>to the extent caused by</u> 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.</p> <p><b>Indemnity for Performance Contracts.</b> The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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, <u>to the extent caused by</u> 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.</p>

Deleted: arising out of, or resulting from,

Deleted: , whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents

Deleted: arising out of, or resulting from,

Deleted: Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, its member(s), officers, employees, or agents.

Ref.	Customer Terms and Conditions	SHI Comment
	<p>indemnify and hold harmless and defend TIPS/TAPS, its 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/TAPS, its member(s), officers, employees, or agents.</p>	
<p><a href="#">ADD</a></p>		<p><u>LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u></p> <p><u>EXCEPT IN THE CASE OF BREACH OF EACH PARTY'S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, "INDEMNITY", EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY TIPS TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.</u></p>

## **Insurance and Fingerprint Requirements**

### **Insurance**

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

### **FINGERPRINT**

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

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

(1) will have continuing duties related to the contracted services;  
*and*

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District. Texas DPS phone# is 512-424-2474

See form below to complete entitled:

**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**



**Texas Education Code Chapter 22 Contractor Certification for Contractor Employees**

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

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

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

On behalf of SHI Government Solutions ("Contractor"), I certify that

[check one below]:

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

*Or*

Some or all of the employees of Contractor and any subcontractor are *covered employees*. If this box is checked, I further certify that:

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

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

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

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

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

Company name SHI Government Solutions

Printed name of Company Representative: Cassie Skelton

Signature  .Date 1/9/2017


For additional information on how to comply with this statute, please contact Richard Powell at TIPS.

## NON-COLLUSIVE BIDDING CERTIFICATE

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

1. This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
2. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
3. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

Signature below certifies accuracy of answers to all sections on this page.

Authorized Signature  \_\_\_\_\_

Printed Name Cassie Skelton

Company Name and address: SHI Government Solutions

1301 Mo-Pac Expy # 375, Austin, TX 78746

Telephone Number 800-477-6479 ext:8202

Date 1/9/2017

FELONY CONVICTION NOTICE

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

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

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

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

Official: Cassie Skelton  
Print Authorized Company Official’s Name

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

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

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

Signature of Authorized Company Official: 

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

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

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

\_\_\_\_\_

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

CERTIFICATION BY CORPORATE OFFERER

**IF OFFERER IS A CORPORATION,**

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: SHI Government Solutions  
(Name of Corporation)

I, certify that I am the Secretary of Paul Ng  
(Name of Corporate Secretary)

the Corporation named as OFFERER herein above; that

Cassie Skelton  
(Name of person who completed proposal document)

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

Senior Contracts Specialist  
(Title/Position of person signing proposal/offer document within the corporation)

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



\_\_\_\_\_  
CORPORATE SEAL

\_\_\_\_\_  
SIGNATURE

1/9/2017  
DATE

## Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

*Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities*

USDA is an equal opportunity provider, employer, and lender.

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

Company Name SHI Government Solutions

Print name of authorized representative Cassie Skelton

Signature of authorized representative 

Date 1/9/2017

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

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

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

YES or NO

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

YES or NO

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


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

(b) Affirmative steps must include:

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

Company Name SHI Government Solutions

Print name of authorized representative Cassie Skelton

Signature of authorized representative 

Date 1/9/2017

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

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

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

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

---

Name of company claiming confidential status of material

---

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

---

Address	City	State	ZIP	Phone
ENCLOSED ARE COPIES OF _____	PAGES OF CONFIDENTIAL MATERIAL FROM OUR _____			

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

**SHI International Corp**

---

Name of company expressly waiving confidential status of material

Cassie Skelton Senior Contracts Specialist



---

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

**290 Davidson Ave Somerset, New Jersey 08873 800-477-6479 ext:8202**

---

Address	City	State	ZIP	Phone
---------	------	-------	-----	-------

THIS CERTIFIES THAT

## SHI International Corp. (Corporate Plus®)



\* Nationally certified by the: **NEW YORK & NEW JERSEY MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s) : 541511

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/03/2016

**Issued Date**

NY03805

**Certificate Number**

*Jose B. Wright-Lacy*

Jose B. Wright-Lacy

*Terrence Clark*

**Terrence Clark, President & CEO**

03/31/2017

**Expiration Date**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBES certified by an Affiliate of the National Minority Supplier Development Council, Inc.®





hereby grants

# National Women's Business Enterprise Certification to SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Women Presidents' Educational Organization – NY, a WBENC Regional Partner Organization.

Expiration Date: 02/28/2017  
WBENC National Certificate Number: 2005121863

*Marsha Firestone, Ph.D.*  
Authorized by Marsha Firestone, Ph.D., President & Founder  
Women Presidents' Educational Organization – NY



NAICS Codes: 541511

UNSPSC Codes: 43211500



Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
SHI International Corp	290 Davidson Ave	Somerset	New Jersey	0-08873	Victoria Pudyski	<a href="mailto:VICTORIA_PUDYSKI@SHI.COM">VICTORIA_PUDYSKI@SHI.COM</a>	(800) 870-6079	(512) 732-0232	<a href="http://WWW.SHI.COM">WWW.SHI.COM</a>



4845 US Hwy 271 North | Pittsburg, TX 75686  
[www.tips-usa.com](http://www.tips-usa.com) 866-839-8477 [tips@tips-usa.com](mailto:tips@tips-usa.com)

---

February 21, 2019

SHI Government Solutions  
Texas Team  
290 Davidson Avenue  
Somerset, NJ 08873

RE: TIPS Contract – **Electronic Goods Appliances & Associated Goods & Svcs**  
TIPS Contract Number – **161202**

### Renewal Letter

Dear Texas Team,

TIPS – The Interlocal Purchasing System, has reviewed the above listed Awarded Agreement for Annual Renewal. Your Agreement has been **RENEWED** until its final potential expiration date by the Region 8 Education Service Center Board of Directors, at the regularly scheduled board meeting, held on **02/21/2019**.

This renewal is effective **02/21/2019** to **02/27/2020**. If you have not reported sales through your TIPS Awarded Agreement, please make every effort to promote and encourage Sales under your TIPS Agreement during remainder of the contract term.

If you have any questions, please contact the TIPS office at 866-839-8477.

If you object to this renewal, please contact TIPS immediately at [Bids@tips-usa.com](mailto:Bids@tips-usa.com).

Sincerely,

**Meredith Barton**

TIPS Vice-President of Operations  
The Interlocal Purchasing System



*"Purchasing Made Personal"*