



## Cooperative Request Form

Request Utilization of a Federal, Statewide, Municipal, or Cooperative Contract

A cooperative is when Metro utilizes a contract from another public entity to make a purchase. With the exception of statewide contracts, use of a cooperative requires Metro Council approval.

Generally, cooperatives are appropriate when the purchase is for goods; cooperatives are not appropriate when the purchase is for services.

Cooperatives are not negotiable. Departments must accept the terms of the master contract without exception.

Questions? Email [zak.kelley@nashville.gov](mailto:zak.kelley@nashville.gov).

### Departmental Information

<b>What is your name?</b>	Stephanie Belcher/Jessie Dillard
<b>What is your department?</b>	Waste Services
<b>What is your email address?</b>	stephanie.belcher@nashville.gov
<b>What is your phone number?</b>	(615) 862-4513
<b>In addition to your department, will other Metro departments be utilizing this cooperative?</b>	No.
<b>How much do you estimate spending on this cooperative contract?</b>	\$1,000,000

### Cooperative Information

<b>What is the cooperative entity?</b>	Cooperative - TIPS USA
<b>What is the lead agency?</b>	Department Texas Region 8 Education Service Center
<b>Who is the supplier?</b>	Zonar
<b>Is the supplier registered in iSupplier?</b>	Yes.
<b>If yes, what is the supplier's ISN?</b>	11958

**What is the contract number?** 230105

**When did the contract start?** Wednesday, May 31, 2023

**When does the contract end?** Wednesday, May 31, 2028

**What was the solicitation method for this contract?** RFP - Request for Proposal.

**What is the good/service that this cooperative will be utilized to purchase?**

Technology for fleet vehicles including full vehicle telematics, heavy duty vehicle inspection technology, API for integrating data with other systems, as well as a full line of ELD (Electronic logging device) logs and dashcams for trucks and heavy-duty vehicles. This technology will electronically capture and ensure pre and post trip DOT inspections were done in a complete and timely manner to comply with OSHA regulations.

**Why is utilizing this cooperative contract more advantageous to Metro than issuing our own RFP/ITB?**

Economy of scale provides better pricing due to cooperative membership as well as time savings for Procurement.

**Upload the original contract from the lead agency.**



230105\_CONTRACT\_Technology\_Zon... .pdf



TIPS Price List.pdf

**This contract contains a cooperative purchase provision that allows use by other governmental agencies and/or use of this contract is authorized by state and local law.**

Yes.

**I accept the terms of this contract without exception.**

Yes.

**Upload the formal solicitation (RFP/ITB) from the lead agency.**



230105\_TIPS\_Request\_for\_Proposal\_(...pdf



JANUARY2023\_BID\_AD\_POST\_MARC... .pdf

**This solicitation was advertised, open, and unrestricted.**

Yes.

**I have confirmed with both my department finance manager and/or OMB budget analyst sufficient fund availability for this request.**

Yes

**I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this cooperative request.**

Yes



## Cooperative Request Review

This cooperative request for technology solutions, products, and services from Zonar via TIPS contract #230105 is recommended for approval.

The anticipated project value is **\$1,000,000**. The cooperative was requested by **Waste Services** and will be available to all Metro departments and agencies.

Council approval of the master agreement is required.

### Legal Justification

**T.C.A. § 12-3-1205 & MCL 4.12.093** authorize Metro to participate in cooperative purchasing agreements with other governmental entities outside Tennessee for the purchase of goods, supplies, services, and equipment.

For this request the cooperative purchasing agreement is held by TIPS USA; the lead agency is Region 8 Education Service Center. Region 8 Education Service Center is a public institution in Texas that meets the standards for governmental entity as defined in the referenced statute.

The contract resulted from a **competitive RFP with 493 offers**.

### Regulatory Justification

**R4.12.090.05** of the regulations to the procurement code limit participation in cooperative purchasing agreements to that of supplies and products that do not include services unless the purchasing agent determines that such a cooperative is in the best interest of Metro.

For this request the cooperative purchasing agreement is primarily for supplies and products. To the extent that services are included, they are related to the functionality and performance of these supplies and products. It is, therefore, in the best interest of Metro to utilize a cooperative that provides for both the supplies/products and their associated supportive services.

### Value Justification

It is unlikely that Metro, as a single government entity, would obtain better value through a competitive solicitation. That is because the pricing in this cooperative purchase agreement leverages both the scale of TIPS membership and the competition of 493 offers.

### Impact on Minority & Women Owned Businesses

This cooperative is primarily for goods, so the equal business opportunity program would likely not apply if Metro issued a competitive solicitation. There is, therefore, minimal impact on minority or women owned businesses programming resulting from utilization of this cooperative.

Prepared by Zak Kelley  
01/06/2025





Cooperative Request Signature Form

Co-Op Request Number	C2025035
Date Received	Dec. 31, 2024

To Whom It May Concern,

I have read the attached Cooperative Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland  
Dennis Rowland  
Purchasing Agent & Chief Procurement Officer

1/6/2025 | 3:26 PM CST  
Date Signed



## TIPS VENDOR AGREEMENT

### TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Zonar Systems, Inc.

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(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS “(TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
  - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
  - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor.

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the



Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

**19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

**20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

**21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

## **22. Termination.**

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

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

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.



- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

**Cleanup:** When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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:** 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. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking:** Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

**TIPS VENDOR AGREEMENT SIGNATURE FORM**

**TIPS RFP 230105 Technology Solutions, Products, and Services**

Vendor Name: Zonar Systems, Inc.

Vendor Address: 18200 Cascade Ave S


City: Seattle State: WA Zip Code: 98188

Vendor Authorized Signatory Name: Matt Deichman

Vendor Authorized Signatory Title: Senior Vice President, Customer Success and IT

Vendor Authorized Signatory Phone: 206-878-2459

Vendor Authorized Signatory Email: matt.deichman@zonarsystems.com

Vendor Authorized Signature:  Date: 1/17/2023

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 5/24/2023



## 230105

### Zonar Systems Inc Supplier Response

#### Event Information

Number: 230105  
 Title: Technology Solutions, Products, and Services  
 Type: Request for Proposal  
 Issue Date: 1/5/2023  
 Deadline: 2/17/2023 03:00 PM (CT)  
 Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

**IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.**

**IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS**

**"TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES"  
CONTRACT WILL BE TERMINATED AND REPLACED BY THIS  
CONTRACT.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF  
YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED  
TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH  
CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS,  
PRODUCTS, AND SERVICES" CONTRACT.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Email: bids@tips-usa.com

## Zonar Systems Inc Information

Contact: Christian Jacobsen  
 Address: 18200 Cascade Ave S  
 Seattle, WA 98188  
 Phone: (206) 878-2459  
 Fax: (206) 878-3082  
 Toll Free: (877) 843-3847  
 Email: proposals@zonarsystems.com  
 Web Address: zonarsystems.com

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

Christian Jacobsen

*Signature*

proposals@zonarsystems.com

*Email*

Submitted at 1/23/2023 12:32:27 PM (CT)

## Requested Attachments

### Pricing Form 1

230105 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Pricing Form 2

230105 Pricing Form 2.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

### Alternate or Supplemental Pricing Documents

*No response*

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

### Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

### Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

### Reference Form

Zonar 230105 Reference Form.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

### Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.



Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

Zonar Systems Inc - W9 2023.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1	<p><b>Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b></p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business &amp; Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <div>NO</div>
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**2 Historically Underutilized Business (HUB)**

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

**3 National Coverage**

Can the Vendor provide its proposed goods and services to all 50 US States?

**4 States Served**

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

**5 Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

**6 Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

**7 Primary Contact Title**

Primary Contact Title

**8 Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

**9 Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.



1  
0**Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2068783082

1  
1**Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

1  
2**Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Charlie Smith

1  
3**Secondary Contact Title**

Secondary Contact Title

Channel Manager

1  
4**Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

charlie.smith@zonarsystems.com

1  
5**Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2068782459

1  
6**Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2068783082

1  
7**Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

1  
8**Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Ana Lee

1  
9**Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

ana.lee@zonarsystems.com

2  
0**Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2068782459

2  
1**Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Ana Lee

2  
2**Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

ana.lee@zonarsystems.com

2  
3**Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2068782459

2  
4**Company Website**

Company Website (Format - www.company.com)

www.zonarsystems.com

2  
5**Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

2  
6**Primary Address**

Primary Address

18200 Cascade Ave S

2  
7**Primary Address City**

Primary Address City

Seattle

2  
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

WA

2  
9**Primary Address Zip**

Primary Address Zip

98188

3  
0**Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

GPS, telematics

3  
1**Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

3  
2**Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Seattle

3  
3**Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

WA

3  
4**Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

21

**3  
5 Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

**3  
6 Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

**Please read thoroughly and carefully as an error on your response can render your contract award unusable.**

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

**Example:** In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

***What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?***

**37 Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**38 Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

**39 "Catalog Pricing" and Pricing Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4  
0**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

4  
1**TIPS Sales Reporting Requirements**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4  
2 TIPS Administration Fee Requirement and Acknowledgment**

**This is a requirement of the TIPS Contract and is non-negotiable.**

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4  
3 TIPS Member Access to Vendor Proposal & Documentation**

**This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

**4  
4 Non-Collusive Bidding Certificate**

**This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;



**4 Antitrust Certification Statements (Tex. Government Code § 2155.005)****5 This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;

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

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

(4) Neither I nor any representative of Vendor 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.

**4 Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272****6 This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

**4 Required Confidentiality Claim Form****7 This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.



4  
8**Non-Discrimination Statement and Certification****This is a requirement of the TIPS Contract and is non-negotiable.**

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☒ Yes, I certify (Yes)
4  
9**Limitation of Vendor Indemnification and Similar Clauses****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☒ Yes, I Agree (Yes)
5  
0**Alternative Dispute Resolution Limitations****This is a requirement of the TIPS Contract and is non-negotiable.**

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

5  
1**No Waiver of TIPS Immunity****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)5  
2**Payment Terms and Funding Out Clause****This is a requirement of the TIPS Contract and is non-negotiable.**

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☒ Yes, Vendor agrees (Yes)5  
3**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

5  
4**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

**5  
5****Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)**

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5  
6****Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association."

"Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association."

When applicable, does Vendor certify?

**5  
7****Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)**

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5  
8**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5  
9**Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, 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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

**60 Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

**61 Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our 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 our 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 our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

**62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

No

**63 Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

**64 Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes



**6**  
**5** **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

*No response*

**6**  
**6** **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.



**6** **Suspension or Debarment Certification****7**

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

**6** **Vendor Certification of Criminal History - Texas Education Code Chapter 22****8**

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 pursuant to this law.

**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.

**Vendor certifies:**

**NONE (Section A):** None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

**OR**

**SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

**69 Certification Regarding "Choice of Law" Terms with TIPS Members**

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**70 Certification Regarding "Venue" Terms with TIPS Members**

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**71 Certification Regarding "Automatic Renewal" Terms with TIPS Members**

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7  
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7  
5**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds**

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7  
6**2 CFR Part 200 or Federal Provision - Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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?

7  
7**2 CFR Part 200 or Federal Provision - Termination**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 reserve the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

**7 8 2 CFR Part 200 or Federal Provision - Clean Air Act**

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

**7 9 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8  
0**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

8  
1**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued**

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8  
2**2 CFR Part 200 or Federal Provision - Federal Rule**

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 the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?



**8  
3****2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

**8  
4****2 CFR Part 200 or Federal Provision - Rights to Inventions**

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

**8  
5****2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions**

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8  
6**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8  
7**2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8  
8**2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

**8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

**9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

9  
1**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

**If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

9  
2**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9  
3**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy**

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9  
4**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations**

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9  
5**2 CFR Part 200 or Federal Provision - Record Retention Requirements**

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9  
6**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

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

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.



9  
7**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.**

Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 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.

Does Vendor certify?

*No response*

9  
8**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY**

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

can requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates (e.g. [www.menufeature.com/restaurant-photos](http://www.menufeature.com/restaurant-photos)).

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

[illegible]

TIPS CONTRACT 230105

## REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Zonar Systems, Inc.

Vendor Authorized Signatory Name: Matt Deichman

Vendor Authorized Signatory Title: Senior Vice President, Customer Success and IT

Vendor Authorized Signatory Email: matt.deichman@zonarsystems.com

Vendor Address: 18200 Cascade Ave S

City: Seattle State: WA Zip Code: 98188

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

**OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: \_\_\_\_\_

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

**OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS**

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

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

	DESCRIPTION	SKU
	Turn-by-turn GPS advanced navigation for commercial vehicle.	E-MOB006-S   TA3
	Patented, route-agnostic solution that empowers every driver to capture paths in real-time. Approved routes are available for drivers & substitutes to steer curbside every turn of the way.	E-MOB048-S
	DESCRIPTION	SKU
	Maximize fuel efficiency and control hard-dollar fuel costs by monitoring driver performance.	GPS012-S
	FaultIQ reports fault descriptions and severity with plans for action that can prevent costly tows and driver downtime.	GPS062-S
	DESCRIPTION	SKU
	Parents can track their child’s bus, create proximity-based email and SMS alerts, and receive messages regarding bus changes or delays. Schools can seamlessly manage bus substitutions.	GPS063-S
	Requires Z Pass RFID card reader. Parents receive notifications for where and when their child gets on or off the school bus. Does not require Z Pass service fee.	ZPASS005-S
	DESCRIPTION	SKU
	Improves safety and security of passengers by providing parents and management insight into time, data and vehicle entry/exits events.	ZPASS001-S
	Driver-facing mobile app for real-time verification of the right student, right bus, right stop.	E-MOB023-S
	DESCRIPTION	SKU
on Reporting®	Our patented EVIR® application verifies the pre- and post-trip inspection process while eliminating paper reports. Available on Zonar enabled tablets.	ACT004-S EVIR001-S   2010 E-MOB001-S   TA3
only)	Our standalone, patented EVIR® application verifies the pre- and post-trip inspection process while eliminating paper reports. Available on Android & iOS devices.	GPS061-S E-MOB039-S   EVIR MOBILE ONLY E-MOB041-S   SETUP
dd-on)	Our standalone, patented EVIR® application verifies the pre- and post-trip inspection process while eliminating paper reports. Available on Android & iOS devices.	GPS012-S E-MOB040-S   EVIR MOBILE ADD-ON E-MOB041-S   SETUP
	Protect your business with a dual-facing dashcam and driver application. View video evidence of incidents, real-time in-cab coaching and performance insights for fleet managers.	CAM001-S
	FaultIQ reports fault descriptions and severity with plans for	

g Service		ZTRAK401-S   1 Ping
		ZTRAK402-S   2 Ping
		ZTRAK404-S   4 Ping
DESCRIPTIONSKU		
	Certified Google Play applications that have been vetted & proven to be compatible with the Samsung Galaxy Tab Active3.	VARIES
	Applications hosted on the Google Play store.	VARIES
	Provides enterprise-grade security and safety feature lockdown for every Samsung Galaxy Tab Active3.	MDM003-S
TIPS/PEPPM: BUNDLED & TRADITIONAL		
	\$2.85* \$34.20/yr   GPS083-SB   BUNDLED	
	\$76.50   V4301-H   TRADITIONAL	
	\$6.33* \$75.92/yr   EVIR006-SB   BUNDLED	
	\$157.50   EVIR001-H   TRADITIONAL	
	BUNDLED	
	\$10.93*   \$131.16/yr   CAM004-SB	
	TRADITIONAL	
	\$310.25   CAM002-H	
	BUNDLED	
	\$10.93*   \$131.16/yr   CAM002-SB	
	TRADITIONAL	
	\$318.75   CAM003-H	
	\$0 w/ three-year commitment   GPS086-SB   BUNDLED	
	\$98   V4402-H   TRADITIONAL	
	BUNDLED	
	\$21.42*   \$257.07/yr	
	E-MOB054-SB   Certified	
	E-MOB055-SB   Open	
	TRADITIONAL	
	\$648.00   E-MOB007-H   Certified	
	\$648.00   E-MOB008-H   Open	
	BUNDLED	
	ProClip - \$29.45*   \$353.40/yr	
	E-MOB068-SB   Certified	
	E-MOB067-SB   Open	
	RAM - \$28.50*   \$342/yr	
	E-MOB069-SB   Certified	
	E-MOB070-SB   Open	
	Gamber Johnson - \$30.87*   \$370.44/yr	
	E-MOB071-SB   Certified	
	E-MOB072-SB   Open	
	TRADITIONAL	
	ProClip - \$786	
	E-MOB016-H   Certified	

	\$7.79* \$93.48/yr   ZTRAK401-SB   BUNDLED	
	\$202.50   ZTRAK002-H   TRADITIONAL	
	CUSTOMER EXPERIENCE MANAGER	ZONAR CARE
s travel expenses	N/A	N/A
	N/A	N/A
L SERVICES		
	REAL-TIME DATA STREAMS	CUSTOM ZONAR PROJECTS
er to build custom data	Does the customer need to leverage their own data repository? We'll stream data in real-time, and provide full data validation and recovery.	Together, we'll create custom solutions that use data to optimize operations and create the customer's unique competitive advantage.
	SKU: PROF008-S	SKU: PROF009-S
	Setup SKU: PROF011	Setup SKU: PROF012

re for reference only.



# TIPS SOLICITATION DOCUMENT



## THE INTERLOCAL PURCHASING SYSTEM (“TIPS”)

A department of TIPS Lead Agency:



## TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

### **TIPS RFP 230105 Technology Solutions, Products, and Services**

#### **I. NOTICE TO PROPOSERS.**

##### **Contact Information:**

TIPS/Region 8 ESC  
4845 US Hwy. 271 North  
Pittsburg, Texas 75686  
Toll Free: (866) 839-8477  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)  
Website: [www.tips-usa.com](http://www.tips-usa.com)

##### **TIPS Solicitation:**

##### **TIPS RFP 230105 Technology Solutions, Products, and Services**

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031. Regardless of potential informal or erroneous references to other solicitation terms such as: “solicitation”, “bid”, “request for competitive sealed proposal”, “RCSP”, etc., this solicitation is the method of procurement identified at this location.

##### **Proposal Deadline:**

All proposals shall be received electronically, or otherwise sealed, by: **February 17, 2023 AT 3:00 P.M. LOCAL TIME**

##### **Access to Solicitation Documents:**

Solicitation documents are located online at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided for assistance.

##### **Piggybacking Notice:**

This IDIQ Solicitation is intended for the use of public entities and qualifying non-profit entities who join TIPS, now and in the future, (“TIPS Members”) to piggyback upon and utilize as their own solicitation for legal procurement purposes. TIPS Contracts are established through free, full and open competition as described by the laws of TIPS jurisdiction and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation.

##### **TIPS Administration Fee:**

TIPS collection of fees is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee for this contract shall be 1% of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes, if identifiable.

**Incorporation of Solicitation:**

If Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract.

**TIPS Contract Jurisdictional Limitations:**

Depending on different entities’ and jurisdictions’ laws and regulations, TIPS Member Customers may be prohibited from utilizing TIPS as a procurement method for any specific procurement or procurement-type. TIPS makes no representations about when a TIPS procurement will be appropriate for any particular expenditure. It is always up to the TIPS Member customer to determine whether a TIPS procurement is appropriate under their applicable laws and policies.

**Vendor Questions & Pre-Bid Meeting Requests:**

Substantive questions will be received until February 3, 2023 at 12:00 p.m. local time. Questions about the specific solicitation shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the subject line “230105 Technology – Vendor Question”. Vendor-specific questions about the process will often be answered directly. However, substantive questions that are not properly addressed in the solicitation information will be properly published to all vendors as an addendum or “Question & Answer” document.

Pre-Bid Meetings are not mandatory and, if requested, TIPS reserves the right to determine whether a Pre-Bid meeting shall be held. Pre-Bid Meetings may be requested by any proposer on or before January 19, 2023 by emailing [bids@tips-usa.com](mailto:bids@tips-usa.com) with the subject line “230105 Technology – Vendor Question – Pre-Bid Meeting Request”.

**Anticipated Schedule of Solicitation Events:**

These anticipated dates are subject to change at TIPS’ discretion. TIPS reserves the right to extend the proposal deadline for any reason.

Posting Date	JANUARY 5, 2023	8:00 A.M. Local Time
Proposal Deadline	FEBRUARY 17, 2023	3:00 P.M. Local Time
Proposal Opening	FEBRUARY 17, 2023	3:00 P.M. Local Time
Proposal Review Begins	FEBRUARY 17, 2023	3:01 P.M. Local Time
Proposals Award	MAY 26, 2023	8:30 A.M. Local Time
Award Notifications	MAY 26, 2023	12:00 P.M. Local Time

**Estimated Contract Value:**

The estimated value for the life of the of the contract for all awarded vendors combined is \$805,408,770.00. This is an estimate and is not a guarantee of the minimum or maximum value of the contract because TIPS cannot speculate on TIPS Members’ future needs or budget allocations as they relate to this solicitation.

**II. TIPS**

The Interlocal Purchasing System (“TIPS”) is a department of Texas Region 8 Education Service Center, a government entity. TIPS, a governmental entity and a national purchasing cooperative operating under the Interlocal Cooperation Act<sup>1</sup>, seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the legal public procurement solicitation process and awarding compliant contracts to qualified vendors. When permitted by TIPS Members’ law and policy, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive legal competitive procurement process, the use of TIPS, allows public entities to quickly select and purchase their preferred products or services from qualified, evaluated Vendors on an as-needed basis. TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the

<sup>1</sup> See Texas Government Code, Chapter 791.

right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations.

### III. PROPOSAL GUIDANCE

1. TIPS strongly encourages all interested vendors to respond using the TIPS IonWave Electronic eBid System for proposal submission. The online submission has many safeguards built into the system that will notify proposers of mistakes or missing information. These safeguards will significantly minimize the potential for Vendor disqualification. If you encounter trouble with the TIPS IonWave eBid System, please contact TIPS.
2. If it is determined that Vendor cannot utilize the TIPS IonWave eBid System, Vendor must email [bids@tips-usa.com](mailto:bids@tips-usa.com) seeking a manual submission packet which TIPS will send to you via US Mail or FedEx within two business days of receiving your request. All manual responses must be sealed in an envelope and must be physically received by TIPS at the TIPS Contact information provided herein and by the deadline provided herein.
3. If you are viewing this document, you have likely already logged into the TIPS IonWave eBid System. If not, you need to register/login to the TIPS IonWave eBid System online at <https://tips.ionwave.net/> and follow these instructions.
4. Once logged in, confirm that your Supplier Profile properly lists your accurate entity-name, EIN, d/b/a's, and contact information, matching your current W9. If it does not, either correct it, or disable the inaccurate profile and create a correct profile before proceeding.
5. Next, confirm that all emails issued by the following domains can be received by your entity's email servers to ensure that you do not miss vital messages: "@tips-usa.com", @tipsconstruction.com", and "ionwave.net"
6. Once that review/update is complete, Vendor shall carefully read through all bid Event Details, Bid Notes, Attachments, Addenda, Instructions, and Attribute Questions before submitting questions to TIPS.
7. TIPS recommends starting Vendor's proposal response by answering the required "Attribute" questions within the IonWave eBid System. These responses are required and it is beneficial to start with the Attribute questions as some of the bid Attachments are only required depending on your responses to those questions.
8. Once Vendor has completed the Attribute Questions, Vendor must download, properly complete, and upload into the correct "Response Attachments" location all required Attachments.
9. Once Vendor has completed the Attribute Questions and uploaded all required Attachments, Vendor must submit the proposal before the legal Proposal Deadline. The system will notify you of errors and allow you to correct those errors where you would otherwise risk unintentional disqualification through paper submission.
10. Proposals may be retracted, amended, and resubmitted by the proposer on the electronic eBid System at any time prior to the legal deadline.
11. If an addendum is posted, you will receive an email notification and you are required to login to the IonWave eBid System to address the Addendum.
12. TIPS reserves the right to reject any or all proposals, to accept any proposals, and to waive any informality in the proposal process provided waiver is equally applied to all proposers and another proposer is not prejudiced by the waiver.
13. If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
14. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS in writing.
15. If a Vendor desires to protest a process or decision by TIPS, the Vendor 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)

#### Proposal Format

All responses should be direct, concise, complete, and unambiguous.

#### 1. Attribute Questions.

Vendor must respond carefully and accurately to all "Attributes" within the IonWave eBid System.

#### 2. Completion of Attachments.

##### Pricing Form 1

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, uploaded to the "Response Attachments" section requesting Pricing Form 1.

## **Pricing Form 2**

Pricing Form 2 must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed on the form and herein, and uploaded to the “Response Attachments” section requesting Pricing Form 2.

## **Alternate or Supplemental Pricing Documents**

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

## **Vendor Agreement**

The Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

## **Vendor Agreement Signature Form**

The Vendor Agreement Signature Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Vendor Agreement Signature Form. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

## **Reference Form**

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Reference Form. The Reference Form must be uploaded in Excel format.

## **Required Confidentiality Claim Form**

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Required Confidentiality Claim Form. This is the only way for Vendor to assert confidentiality of any information submitted.

## **Conflict of Interest Questionnaire – Form CIQ**

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Conflict of Interest Questionnaire – Form CIQ.

## **Disclosure of Lobbying Activities – Standard Form - LLL**

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to the “Response Attachments” section requesting the Disclosure of Lobbying Activities – Standard Form – LLL.

## **Current Form W-9**

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

## **Certificates & Licenses (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Certificates & Licenses (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## **Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section

requesting “Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Supplemental Vendor Information (Supplemental Vendor Information Only)**

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at the “Response Attachments” section requesting “Supplemental Vendor Information (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

**Vendor Logo (Supplemental Vendor Information Only)**

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at the “Response Attachments” section requesting “Vendor Logo (Supplemental Vendor Information Only).” These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

## IV. SPECIFICATIONS

**Category:** Technology Solutions, Products, and Services

Nothing herein is seeking services that are considered a public work/construction. This is a solicitation for goods and non-“public work” services only.

**Specifications.**

It is the intention of TIPS, as a Department of Region 8 ESC, to contract with quality vendors to supply technology goods and services to public entity and qualifying non-profit TIPS Members in the United States. Proposals shall include, but not be limited to:

- Computers- new and refurbished;
- Printers and other accessories;
- Technology mounting hardware;
- Cables;
- Data storage;
- Internet services;
- Software as a service– all types;
- Software – all types;
- Scanners;
- Cameras;
- Surveillance equipment running over network;
- Network equipment;
- Cloud based technology services;
- Wireless systems and equipment and services;
- WAN, LAN;
- Fiber access or use;
- Computer based educational systems;
- Technology consulting services;
- Technology for transportation equipment, buses, cars, etc.;
- Data and system security services or equipment;
- Building and facility technology including but not limited to environmental controls, access systems, security, etc.;
- Backup power systems for technology equipment;
- Communications systems- telephony, wireless and radios;
- Notification software;
- Electronic and online ticketing systems;
- Technology based voting systems;
- Assistive Technology;
- Audio visual systems and equipment;
- Notification Systems;



- Data Backup Disaster Recovery;
- Management Software and Services;
- Distance Learning Services and Hardware;
- Managed Print Services, and;
- Internet & Network Security;

Proposals should include all listings of technology goods and services that Vendor seeks to offer under the contract. Do not propose offerings that are not considered technology goods and services. Accessories and parts to support technology should be submitted. Servicing of technology devices or any service related to technology that vendor seeks to offer under this contract should be submitted.

## V. VENDOR PRICING SUBMISSION

### Pricing.

Please carefully read all of the following before submitting any pricing questions. All goods and service pricing shall be firm and calculable at the time of any TIPS Sale and must conform and comply with the Vendor's original pricing model as proposed in response to this solicitation. "To-Be-Determined" pricing is prohibited.

### Submission of Goods/Items Pricing

TIPS permits Vendors to utilize either or both of the two goods/items pricing proposal options (and sub-options) identified below with the "Discount-Off Catalog" option being much more optimal, usable, and preferred to the "Cost-Plus Markup Option." With either or both options, Vendor is able to update their pricing and add/remove items during the life of the contract. It is Vendor's responsibility to ensure that all items listed, whether by description, product number, SKU, UPC or other, fall within the scope of this solicitation category. Please carefully read the description of both goods/items pricing options directly below:

- **Discount-Off Catalog Method**

This goods/items pricing proposal method is highly preferred over the "Cost-Plus Markup Method" because it is versatile and allows Vendor to efficiently add and update its goods/items pricing and does not automatically prohibit federal fund purchases. Vendor is asked in the attribute questions within the eBid System to propose a minimum discount off of their catalog pricing. Any discount from 0% to 100% is an appropriate response. A 0% discount is permitted. Then, under this pricing proposal method, Vendor is permitted to provide its "Catalog Pricing" to TIPS in a number of ways, described below. Please carefully read the following definition of "Catalog Pricing" which is broad and flexible to the usability benefit of the Vendor.

"Catalog Pricing" is defined as, "The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the "Discount-Off Catalog Method, Vendor may supply TIPS its "Catalog Pricing" through any of the following methods. Please open the solicitation attachment entitled "Pricing Form 1" at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Goods/Items "Catalog Pricing" to TIPS:

1. **Section "A" of Pricing Form 1 – Providing "Catalog Pricing" through Line-Item Pricing:** If Vendor desires to list the goods/items that you sell by line-item, you are welcome to do so in Section "A" of Pricing Form 1. You are welcome to modify the columns and column titles as long as TIPS can identify the item's name and "catalog price." Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.
2. **Section "B" of Pricing Form 1 – (1) Catalog Pricing is Included in Proposal:** If Vendor already has "Catalog Pricing" documents or files compiled, Vendor may check this box and include a note directing TIPS to please view those documents/files. (Ex. X – Please see "Catalog Pricing" in uploaded document entitled "2022-2023 Vendor Catalog.") Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove items as long as you honor any applicable discounts originally proposed.



3. **Section “B” of Pricing Form 1 – (2) Link to Catalog Pricing:** If Vendor already has “Catalog Pricing” published at an online location, Vendor may check this box and include the link to their online “Catalog Pricing.” If a login is required to access the “Catalog Pricing” located at that link, please provide that login information in the cell to the right. (Ex. X – Please see “Catalog Pricing” at [www.tips-usa.com](http://www.tips-usa.com), login information is Username: TIPS Password: 123456.) Please note that if you are awarded with this type of pricing submission, you will be able to update the online pricing and add/remove items as long as you honor any applicable discounts originally proposed.
4. **Section “B” of Pricing Form 1 – (3) Vendor Shall Provide “Catalog Pricing” Upon Request:** If Vendor does not have comprehensive “Catalog Pricing” documents or links readily available, Vendor may check this box ensuring that such required “Catalog Pricing” will be provided upon request. Per the following example, this option is viable but may slow down the TIPS Sale process as follows. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of “Catalog Pricing” for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current pricing for each item but you will still be required to honor any applicable discounts originally proposed.

- **Cost-Plus Markup Method**

This goods/items pricing proposal method is not recommended because many TIPS Members are prohibited from utilizing Vendors with a Cost-Plus Markup Pricing submission, especially when using federal funds. Vendor cannot be listed as federally compliant for TIPS purposes if Vendor utilizes this method. If Vendor has read through the entirety of the “Discount-Off Catalog Method” description above and has determined that none of those options are a possibility, then Vendor may use this method which will require Vendor to propose a maximum mark-up percentage in this proposal and then provide TIPS with proof of cost for each item at the time of each TIPS Sale.

Options for Selecting Cost-Plus Markup Method:

1. **Section “C” of Pricing Form 1:** If Vendor desires to utilize this method, Vendor may enter its maximum markup percentage the cell provided in Section “C” of Pricing Form 1. Please note that this is a maximum percentage and you may always have a lesser markup on a TIPS Sale. You will be required to provide proof of cost to TIPS for every item sold under the TIPS Contract. (Ex. Vendor is awarded and is making its first TIPS Sale to Sunny ISD, Sunny ISD sends its TIPS PO to TIPS for pricing compliance review. TIPS will then request that Vendor provide documentation of Vendor’s cost for the line items included in the PO before TIPS can process the PO and send to Vendor for fulfillment.) Please note that if you are awarded with this type of pricing submission, you will always be able to provide the most current cost for each item but you will not be permitted to sell it to TIPS Members for a greater markup than what Vendor provides herein.

### **Submission of Service Pricing**

If Vendor does not seek to offer services under this contract, Vendor may type “N/A” on Pricing Form 2 and submit. If Vendor desires to offer services under this TIPS Contract, if awarded, the “Catalog Pricing” for those services must be included, or properly added, to Vendor’s TIPS “catalog pricing” proposed herein. All services must be provided in some unit cost (Ex. Per Hour, Per Person, Per Day, etc.). TIPS now restates the definition of “Catalog Pricing” below for convenience:

**“Catalog Pricing”** is defined as, “The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- D. is regularly maintained by the manufacturer or Vendor of an item; and
- E. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- F. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

Under the “Discount-Off Catalog Method, Vendor may supply TIPS its “Catalog Pricing” through any of the following methods. Please open the solicitation attachment entitled “Pricing Form 1” at this time and scroll through Sections A and B as you read this explanation.

Options for Providing Services “Catalog Pricing” to TIPS:

TIPS Solicitation

1. **Pricing Form 2 – Providing Service “Catalog Pricing” through Line-Item Pricing:** If Vendor desires to list the services that Vendor sells by line-item, Vendor is welcome to do so in Pricing Form 2. You are welcome to modify the columns and column titles as long as TIPS can identify the service being offered by name, unit-type, and the “catalog price” of the service. Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within the category as long as you honor any applicable discounts originally proposed.
2. **Service Catalog Pricing is Included in Proposal:** If Vendor already has service “Catalog Pricing” documents, links, or files compiled, Vendor may include a note on Pricing Form 2 directing TIPS to please view those documents/links/files. (Ex. X – Please see “Service “Catalog Pricing” in uploaded document entitled “2022-2023 Vendor Service Pricing.”) Please note that if you are awarded with this type of pricing submission, you will be able to update the pricing and add/remove services within this category as long as you honor any applicable discounts originally proposed.

### **Additional Pricing Terms**

1. **Maintaining and Updating TIPS Pricing During Contract.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor may update their pricing during the life of the contract by highlighting the pricing changes and emailing pricing updates to [bids@tips-usa.com](mailto:bids@tips-usa.com) for TIPS consideration/approval. Through this process, Vendor may: (1) add or remove items; (2) add or remove manufacturer/brands, and; (3) increase or decrease item pricing, as long as “catalog pricing” (or “cost” in very limited circumstances as described herein) is provided to TIPS upon request and Vendor honors all applicable discounts originally proposed. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion.
2. **Brands.** If a name brand is included in this solicitation, proposals on any reputable manufacturers regularly produced equipment of such items of a similar nature or similar use which are substantively equivalent will be considered.
3. **TIPS Fee Considered.** Vendor confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in a TIPS Sale.
4. **Vendor’s Self-Imposed Pricing Limitations.** Within Vendor’s TIPS Pricing, Vendor may include express, written limitations on geographical regions, volume of order, expediency, etc., for TIPS consideration and approval, as long as Vendor honors their applicable TIPS Pricing, proposed discounts, the terms and conditions of this Contract, and the terms and conditions of any Supplemental Agreement entered into directly with the customer TIPS Member. (Example: If Vendor sells nationally but a specific product can only be sold in Texas. Or, if Vendor can offer Members a greater discount if they purchase 50 items or more in one purchase, etc.)
5. **Shipping Cost, Bond Cost, and Taxes.** TIPS fees are not assessed to Vendors for shipping cost, required bond cost, or any taxes that may be applicable as long as they can be identified as separate line-items. For that reason, TIPS encourages Vendors not to include shipping price, bond price, or taxes within the TIPS “catalog pricing” for an item. If it is included in the TIPS price, TIPS will have no way to differentiate and the TIPS Administration fee will be assessed on the total.

## **VI. PROPOSAL SCORING AND EVALUATION**

TIPS evaluates and scores all responsive, properly submitted proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards are ratified or rejected at the monthly meeting of Region 8 ESC Board of Directors, or as delegated by the Board of Directors. TIPS utilizes a value approach and bases its award recommendations on several factors mandated by the Texas Education Code section §44.031. The factors are allotted points as described herein. TIPS reserves the right to assign or deduct any number of points in any given category if warranted due to insufficient response or Vendor stipulated exceptions and limitations. TIPS reserves the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring. TIPS reserves the right to award multiple vendors for each solicitation.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price: (22) Points.** Vendor shall submit, pursuant to the instructions included herein, specific pricing, discounts, and other pricing terms and incentives which make up Vendor's "TIPS Pricing." Points will be assigned based on the specific pricing as it relates to the current market, the discounts, and the other pricing terms and incentives proposed by Vendor.
2. **Reputation of Vendor and Vendor's Offerings: (3) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding Vendor's reputation.
3. **Quality of Vendor's Offerings: (21.5) Points.** Points will be assigned based on Vendor's references, to be submitted as instructed herein, any past history with Vendor, and any other information available to TIPS regarding the quality of Vendor's goods.
4. **Total Long-Term Cost to TIPS/TIPS Members to Acquire the Vendor's Offerings: (10) Points.** Points will be assigned based on Vendor's response to the Attribute entitled, "Honoring Vendor's Minimum Discount Percentage." If Vendor responds, "Yes", agreeing to honor their proposed TIPS Minimum Percentage Discount for the duration of the contract, Vendor will be awarded the maximum 10 points. A "No" response refusing to honor that proposed discount will be awarded 0 points.
5. **Extent to Which the Offerings Meet the Needs: (21.5) Points.** Points will be assigned based on whether the offerings proposed by Vendor fall within the scope of and meet the TIPS Member needs described in this solicitation.
6. **Vendor's Past Relationship: (10) Points.** Points will be assigned based on Vendor's past relationship with TIPS as an awarded TIPS Vendor. No past relationship with TIPS as an awarded TIPS Vendor will score 5 points, a poor past relationship with TIPS as an awarded TIPS Vendor will score 0-4 points, and a good past relationship with TIPS as TIPS Awarded Vendor will score 6-10 points.
7. **Impact on the Ability of TIPS Members to Comply with Laws and Rules Relating to Historically Underutilized Businesses ("HUB's"): (2) Points.** Points are assigned if, where applicable herein, Vendor agrees that if they anticipate subcontracting under this award, they will abide by the required affirmative steps provided in 2 CFR 200. Please see the corresponding Attribute Questions regarding, "Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms." A response that Vendor does anticipate subcontracting but does not agree to the federal subcontracting practices will give Vendor 0 points for this category and deem Vendor unacceptable to receive federal funds under this contract, any other responses accurate responses will give Vendor 2 points for this category.
8. **Experience: (10) Points.** Points will be assigned based on the number of years proposing Vendor has been operating the proposing business in this capacity as presented in response to the corresponding attribute question seeking the same. <2 years will receive 1 point, 2-3 years will receive 5 points, 4-5 years will receive 8 points, and > 5 years will receive 10 points.
9. **Residency: 0 Points.** For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner: A. has its principal place of business in this state; or B. employs at least 500 persons in this state. Vendor's response to the corresponding attribute question will be considered, as required by law, but no points shall be assigned because federal funds may be utilized by TIPS Members, and residency is a prohibited criterion under federal regulation.

**PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.**

**VII. TERMS & CONDITIONS**

1. **Incorporation of Solicitation.** As previously stated, if Vendor proposes and is awarded, the specifications, terms, and conditions of this solicitation shall be incorporated by reference into the final, awarded TIPS Contract. In the event of conflict between the terms herein and the final Vendor Agreement, the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.
2. **Deviations.** If Vendor has proposed deviations to TIPS' standard terms, there is an Attribute Question where Vendor can assert that it has proposed negotiations. If Vendor responds to that attribute question asserting deviations, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document Vendor Agreement and instruct Vendor to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, asserting deviations or negotiations may ultimately delay or prevent award.
3. **Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

**Actual Effective Date:** Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the “Term Calculation Start Date.”

**Term Calculation Start Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that “Award Notifications” are anticipated as published in the Solicitation, regardless of the actual Effective Date.

**Example of Term Calculation Start Date:** If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

**Contract Expiration Date:** To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

**Example of Contract Expiration Date:** If the anticipated “Award Date” published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial “five-year” term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

**Option(s) for Renewal:** Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

**Example of Option(s) for Renewal:** In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

4. **Termination.** If awarded, TIPS reserves the right to terminate the resulting agreement for cause or no cause for convenience with a thirty (30) days prior written notice. This Agreement may be terminated for cause by either party if the other party breaches the terms or materially defaults on the performance of any of its duties or obligations set forth herein, provided that such default is not cured within thirty (30) days, or as otherwise may be agreed to by both parties, after written notice is given to the defaulting party by the non-defaulting party which specifies the faulty performance and acceptable means of correction. In such event, termination of the Agreement shall be effective as of the date specified in such notice of such termination. Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS’ sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.
5. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS’ approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor’s TIPS Pricing for that TIPS Contract (“TIPS Pricing”). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor’s TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor’s pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor’s TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor’s TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor’s TIPS Pricing for all goods and services included in Vendor’s TIPS Pricing shall either be equal to or less than Vendor’s current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor’s proposal, incorporated herein by reference.
6. **Initiation of TIPS Sales.** If awarded, when a public entity initiates a purchase with Vendor under this resulting contract, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.



7. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter “Supplemental Agreement”) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor’s Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement document and those contained in any attachment, the provisions set forth herein shall control unless otherwise agreed to by the Parties in writing.
8. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor’s Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale. Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as required by the TIPS Contract.
9. **Right of Refusal.** If awarded, Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor’s discretion unless otherwise required by law.
10. **Reporting TIPS Sales.** If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member’s purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor’s Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com) with “Confirmation Only” in the subject line of the email within three business days of Vendor’s acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion. Please refer to the TIPS [Accounting FAQ’s](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com).
11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee (“TIPS Administration Fee”) is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published herein. TIPS Administration Fees are due to TIPS immediately upon Vendor’s receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor’s cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor’s receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor’s TIPS Contract(s) for cause at TIPS’ sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.
12. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor’s TIPS Contract except as provided

for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

13. **Conflicts of Interest.** Vendor confirms that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, its proposal has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it will/has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation.
14. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
15. **Exclusivity.** Any award under this solicitation is non-exclusive and TIPS reserves the right to award multiple vendors or not award any vendors. TIPS reserves the right to re-issue a solicitation or solicit the same or similar solicitation categories for additional similar awards at any time at TIPS sole discretion.
16. **Best and Final Offer.** Vendor's proposal shall be their best and final offer although deviations may be addressed and Vendor's TIPS Pricing may be updated as provided for herein.
17. **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.





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)

December 7, 2022

The Journal Record  
TWO LEADERSHIP SQUARE  
211 North Robinson Avenue, Suite #201S  
Oklahoma City, OK 73102

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 230101 Assistive Technology Goods and Services**
- 230102 Comprehensive Facilities Management & Services**
- 230103 Janitorial and Sanitation Supplies & Services**
- 230104 Trades, Labor, and Materials (2 Part with JOC)**
- 230105 Technology Solutions Products and Services**

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time**. Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



**Shelley Black**  
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***"Connecting Members and Vendors Together"***

The Journal Record  
211 N. Robinson  
Oklahoma City, OK, 73102  
Phone: 405-278-2801 Fax: -



## Affidavit of Publication

To: Region 8 Education Service Center - Shelley Black  
4845 US Hwy 271 N  
Pittsburg, TX, 756864303

Re: Legal Notice 2456064  
State of OK                    }  
  } SS:  
County of Oklahoma    }

I, MaRanda Beeson, being duly sworn, depose and say: that I am the Authorized Designee of The Journal Record, a daily newspaper of general circulation in Oklahoma City, County of Oklahoma, State of OK; that a notice, of which the annexed is a printed copy, has been duly and regularly published in the The Journal Record once each day for 2 consecutive days; and that the date of the publication were as follows: 01/05/2023 and 01/12/2023.

(MS2456064)  
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**230101 Assistive Technology Goods and Services**

**230102 Comprehensive Facilities Management & Services**

**230103 Janitorial and Sanitation Supplies & Services**

**230104 Trades, Labor, and Materials (2 Part with JOC)**

**230105 Technology Solutions Products and Services**

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time**. Call 866-839-8477 for problems with website or questions.

(1-5, 1-12-23)

Publishers fee: \$22.04

By: 

MaRanda Beeson

Sworn to me on this 12<sup>th</sup> day of  
January 2023

By:





Julie Traylor  
Notary Public, State of OK  
No. 22003754  
Qualified in Oklahoma County  
My commission expires on March 17,  
2026

OF AND IN OPPOSITION TO THE GRANTING OF THE APPLICATION AT THE TIME AND PLACE ABOVE SHOWN WHERE YOU WILL HAVE THE RIGHT TO BE PRESENT AND AN OPPORTUNITY TO BE HEARD AT SAID TIME AND PLACE INCLUDING THE RIGHT TO OBJECT. YOUR FAILURE TO APPEAR AT THIS HEARING SHALL CONSTITUTE A DENIAL OF YOUR INTEREST IN THE CHILD WHICH DENIAL MAY RESULT, WITHOUT FURTHER NOTICE OF THIS PROCEEDING OR ANY SUBSEQUENT PROCEEDINGS, IN THE CHILD'S ADOPTION WITHOUT YOUR CONSENT THEREBY ULTIMATELY TERMINATING YOUR RIGHTS TO THE CHILD IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA.

Dated this 28th day of December, 2022.

IT IS SO ORDERED.  
NICHOLE M. GILLET  
JUDGE OF THE DISTRICT COURT  
RICK WARREN  
(SEAL)

Court Clerk  
By Deputy

Approved and Submitted By:  
/s/ Meredith A. Tipton  
Meredith A. Tipton, OBA #20870  
BLANEY TIPTON HERSCHKE &  
ODOM, PLLC  
204 N. Robinson Avenue, suite 1250  
Oklahoma City, OK 73102  
Telephone: 405-235-8445  
Facsimile: 405-236-3410  
Email: mtipton@blawork.com  
ATTORNEY FOR MOVANT  
(1-5-23)

## Construction

### (MS2462500) SOLICITATION FOR BIDS (BID NOTICE)

Sealed bids will be received by Edmond Public Schools, c/o Jenco Construction Company, as Construction Manager for the Edmond Public Schools, 200 N. Kelly, Edmond, OK 73034, up to and including the date and time indicated below, and will be opened and read aloud publicly at Edmond Public Schools after the time indicated. Complete sets of the Bidding Documents, including a Contractor's Qualification Statement, General and Supplemental Conditions, Specifications and Construction Plans are on file in the offices of the Construction Manager, 121 NE 26th St., Oklahoma City, OK 73105 and are open for public inspection. PDF files of the drawings and Specs may be obtained by contacting Jenco Construction Company (Sarah Short), at the above address or at: Phone (405) 720-2116 / Email: sarah@jencoconstruction.com

Project Name:  
Edmond Santa Fe HS RTU Placement  
Project Location:  
1901 W. 15th Street, Edmond, OK  
73013 Cost Estimate  
\$1,500,000  
Bid Documents Available:  
Electronic Files or Hard Copies  
Fee for Bid Documents:  
Electronic Files (Free) Hard Copies  
(\$350.00)  
Pre-Bid / Walk-Thru:  
Schedule w/ Construction Manager  
Bid Opening Date:  
Thursday, January 26, 2023  
Bid Opening Time:  
3:00 P.M.  
Contact Person (s):  
Jon Dowell, Jenco Construction  
Company, Construction Manager for

Center. Bids will be accepted from Asphalt Paving Companies, bidders wishing to subcontract to asphalt companies will not be accepted. Bid Packages are available at Community Action 319 SW 25th OKC, OK. room LL030. Instructions to bidders and bid specifications are included. Bids must be returned no later than 4:00 pm January 19, 2023, in a sealed envelope marked Head Start Parking lot Re-Paving. Bids will be opened in the above address, room LL030 conference room, January 20, 2023, at 9:00 am. For more info, Contact R.A. Roberson @ 405-232-0199 Ext 1401 EOE

(1-5, 1-12-23)

### (MS2462255) INVITATION TO BID SEALED BIDS FOR CITY OF NORMAN PUBLIC WORKS DEPARTMENT BID NO. 2223-40 PROJECT K-2223-76 Robinson Widening and Signalization

The City of Norman, Oklahoma, will receive sealed bids in the office of the City Controller, Purchasing Division of the City of Norman at its office, 225 North Webster Avenue, Development Center, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 26th day of January 2023, for furnishing all required materials, equipment, tools and labor to perform all necessary work for the

### ROBINSON WIDENING AND SIGNALIZATION

Bids will not be accepted after 2:00 pm at which time bids will be opened and read aloud. The project includes grading, drainage, traffic signals, and waterline improvements. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

Bidders attention is called to a MANDATORY PRE-BID MEETING at 201 W Gray, Municipal Building Conference Room, Norman, OK 73069 on Thursday, January 20, 2023, from 10:00 to 11:00 AM.

Project Documents including Specifications and Drawings are on file and may be examined at the following locations:

PDG LLC, 5314 S. Yale Ave., Suite 510, Tulsa, Oklahoma 74135

Electronic versions can be provided via FTP. Contact:

Jeff Fordice, PE at City of Norman - 405.366.5493 jeff.fordice@normanok.gov or

Geoff Evans, PLA at PDG, LLC - 918.628.1255 geoff.evans@pdgtulsa.com

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

(1-5, 1-12-23)

(MS2450064)  
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-ma.com](http://www.tips-ma.com) for the following categories:

- 230101 Assistive Technology Goods and Services
- 230102 Comprehensive Facilities Management & Services
- 230103 Janitorial and Sanitation Supplies & Services
- 230104 Trades, Labor, and Materials (2 Part with IOC)
- 230105 Technology Solutions Products and Services

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

(1-5, 1-12-23)

(MS2457239)

### (MS2457242) NOTICE TO BIDDERS CITY OF NORMAN INVITATION TO BID NUMBER 2223-37

The City of Norman will receive sealed bids at the Office of the City Controller, Purchasing Division, 225 N. Webster Avenue, Development Center, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 12th day of January, 2023, for furnishing all tools, material and labor, and performing the work necessary for construction of the:

### FY23 URBAN RECONSTRUCTION PROJECT

The project will include rehabilitation efforts of two concrete street segments, subgrade stabilization, and other miscellaneous items associated with the work on Juniper Lane from Lahoma Avenue to Chautauqua Avenue and Fairfield Drive from McCall Drive to Willow Lane in the Urban Norman Area as part of FY23 Urban Reconstruction Project.

A non-mandatory Pre-bid Conference will be held on Monday, December 19th, 2022, at 3:00 p.m. in the Multi-Purpose Conference Room at the City of Norman Municipal Complex, located at 201 West Gray, Norman, Oklahoma 73069. Bidders are expected to inspect the site of the work and to inform themselves regarding all local conditions.

For electronic copies of the specifications and drawings, information concerning the proposed work, or the scheduled Pre-bid Conference, contact Jeff Fordice, P.E., Capital Projects Engineer for OWNER, at [jeff.fordice@normanok.gov](mailto:jeff.fordice@normanok.gov).

(12-15, 12-22-22, 1-5-23)

## License Applications

### (MS2461018) NOTICE OF INTENTION TO APPLY FOR AN ALCOHOLIC BEVERAGE LICENSE

In accordance with Title 37, Section 522 and Title 37A, Section 2-141 Cantina Holdings, LLC 201 N Meridian Avenue, Oklahoma City, OK 73107 a/ an limited liability company hereby publishes notice of its intention to apply within sixty days from this date to the Oklahoma Alcoholic Beverage Laws Enforcement Commission for a Mixed Beverage License under authority of and in compliance with the said Act. That it intend(s), if granted such license to operate as a Mixed Beverage License establishment with business premises located at 201 N Meridian Avenue in Oklahoma City, Oklahoma County, Oklahoma, under the business name of Cuernos Astro Y Restaurant

Dated this 22 day of December, 2022.

Signature of applicant(s): if partnership, all partners must sign. If corporation, an officer of the corporation must sign. If limited liability company, a manager must sign. If tribe, a tribal member must sign. George Huffman  
County of Oklahoma, State of Oklahoma.

Before me, the undersigned notary public, personally appeared: George Huffman to me known to be the person(s) described in and who executed the foregoing application and acknowledged that he executed the same as His free act and deed.

Randy Malone

(Seal)

Notary Public

My commission expires June 3, 2024, #

(12-29-22, 1-5-23)



bidders after the bid opening. The three lowest bid securities will be retained as provided in the Instructions to Bidders. Bids received more than ninety-six (96) hours, excluding Saturday, Sunday and holidays, before the time set for opening of bids, as well as bids received after the time set for opening bids, will not be considered and will be returned unopened. The Owner/Construction Manager reserve the right to reject any or all bids and to waive all formalities or minor irregularities. The time period within which a Subcontract Agreement will be executed following award to the successful bidder is ten (10) days.

(MS246064)  
The Interlocal Purchasing System (IPS) has posted procurement solicitations at [www.ips-usa.com](http://www.ips-usa.com) for the following categories:  
230101 Assistive Technology Goods and Services  
230102 Comprehensive Facilities Management & Services  
230103 Industrial and Sanitation Supplies & Services  
230104 Trades, Labor, and Materials (2 Part with IOC)  
230105 Technology Solutions - Products and Services  
Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-679-5477 for problems with website or questions.  
(1-5, 1-12-23)

returned no later than 4:00 pm January 19, 2023, in a sealed envelope marked Head Start Parking lot Re-Paving. Bids will be opened in the above address, room 1408 conference room, January 20, 2023, at 9:00 a.m. For more info, Contact R.A. Robinson @ 405-232-0199 Ext 1401 DOE.  
(1-5, 1-12-23)

(MS2462255)  
INVITATION TO BID  
SEALED BIDS FOR  
CITY OF NORMAN PUBLIC  
WORKS DEPARTMENT  
BID NO. 2223-40  
PROJECT K-2223-76  
Robinson Widening and  
Signalization

The City of Norman, Oklahoma, will receive sealed bids in the office of the City Controller, Purchasing Division of the City of Norman at its office, 225 North Webster Avenue, Development Center, Norman, OK 73069, until 2:00 p.m., local time, Thursday, the 7th day of January 2023, for furnishing all required materials, equipment, tools and labor to perform all necessary work for the  
ROBINSON WIDENING AND SIGNALIZATION  
Bids will not be accepted after 2:00 pm at which time bids will be opened and read aloud. The project includes grading, drainage, traffic signals, and wetline improvements. Bidders are expected to inspect the site of the work and to inform themselves regarding all

Electronic versions can be provided via FTP. Contact:  
Jeff Fordice, PE at City of Norman  
405.366.5493 [jeff.fordice@normanok.gov](mailto:jeff.fordice@normanok.gov)  
or  
Geoff Evans, PLA at PDG, LLC  
918.628.1253 [geoff@pdgllc.com](mailto:geoff@pdgllc.com)  
THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.  
(1-5, 1-12-23)

License Applications

(MS2464816)  
Public Notice - Private Process  
Server License Application  
No. PSS-2023-1  
In the District Court of Oklahoma County State of Oklahoma  
Re: Application of Robert Murdock Rodriguez for License as a Statewide Private Process Server  
Notice is hereby given that Robert Murdock Rodriguez has filed an application in the District Court of Oklahoma County, State of Oklahoma, in accordance with the provisions and requirements of 12 O.S. § 1581, for a statewide private process server's license.  
Action will be taken on said application on the 9th day of February, 2023 9:00 A.M. before Judge Andrews, Room 359 and if there are no protests

and the court determines the applicant is qualified, a license will be granted to the applicant by the court.  
Dated: 1/4/2023  
(SEAL) RICK WARREN  
Court Clerk  
By Deputy  
Robert Murdock Rodriguez  
3317 SW 2nd  
Oklahoma City OK 73119  
Phone No. (405) 685-2313  
(1-12-23)

Miscellaneous

(MS2460933)  
Notice of Hearing in the Matter of the Death of Hugo Barrera  
Oklahoma Workers' Compensation Commission  
NOTICE IS HEREBY GIVEN to all those interested in the Matter of the Death of Hugo Barrera v. GE Hunters, LLC. The matter is set for a final determination of Heirs at Law and Common Law Marriage on February 8, 2023, before the Honorable Judge Michael Egan at 9:00 a.m. before the Workers Compensation Commission of Oklahoma, 1915 N. Stiles, Denver Davison Building, Oklahoma City, Oklahoma. All those having business before the Commission and interested parties should plan to attend.  
(12-29-22, 1-5, 1-12-23)

Confirmation of Sale

(CS2464697)  
NOTICE OF HEARING MOTION TO CONFIRM SHERIFF'S SALE  
Case No. CJ-2022-2463  
Judge Natalie Mai  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA  
NANDIEZ, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, Plaintiff,  
v. RUSSELL JANUARY, DECEASED; SPOUSE, IF ANY, OF RUSSELL JANUARY; JOHN DOE, OCCUPANT; AND UNKNOWN HEIRS, SUCCESSORS, AND ASSIGNS OF RUSSELL JANUARY Defendant(s).  
NOTICE IS GIVEN TO: Russell January, deceased; Spouse, if any; of Russell January; John Doe, Occupant; Unknown Heirs, Successors, and Assigns of Russell January, and their unknown successors and assigns, that the hearing on the above Motion to Confirm Sale is set on the 3rd day of February, 2023, at 11:00 o'clock a.m., before Judge Timmons at the Oklahoma County Courthouse, Oklahoma City, Oklahoma.  
LOGS LEGAL GROUP LLP  
770 NE 63rd St.  
Oklahoma City, OK 73105-6431  
(405) 848-1819  
Attorneys for Plaintiff  
File No. 19-135717  
(1-12-23)

Oklahoma City, OK 73105-6431  
(405) 848-1819  
Attorneys for Plaintiff  
File No. 22-138397  
(1-12-23)

(CS2464699)  
NOTICE OF HEARING MOTION TO CONFIRM SHERIFF'S SALE  
Case No. CJ-2019-6037  
Judge Richard Ogden  
IN THE DISTRICT COURT OF OKLAHOMA COUNTY STATE OF OKLAHOMA  
BANK OF AMERICA, N.A., Plaintiff v. LARRY RUFF; SPOUSE, IF ANY, OF LARRY RUFF; AND JOHN DOE, OCCUPANT Defendant(s).  
NOTICE IS GIVEN TO: Larry Ruff; Spouse, if any; of Larry Ruff; John Doe, Occupant, and their unknown successors and assigns, that the hearing on the above Motion to Confirm Sale is set on the 3rd day of February, 2023, at 11:00 o'clock a.m., before Judge Timmons at the Oklahoma County Courthouse, Oklahoma City, Oklahoma.  
LOGS LEGAL GROUP LLP  
770 NE 63rd St.  
Oklahoma City, OK 73105-6431  
(405) 848-1819  
Attorneys for Plaintiff  
File No. 19-135717  
(1-12-23)



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)

December 7, 2022

Pittsburg Gazette  
112 Quitman Street  
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 230101 Assistive Technology Goods and Services**
- 230102 Comprehensive Facilities Management & Services**
- 230103 Janitorial and Sanitation Supplies & Services**
- 230104 Trades, Labor, and Materials (2 Part with JOC)**
- 230105 Technology Solutions Products and Services**

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



**Shelley Black**  
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***"Connecting Members and Vendors Together"***

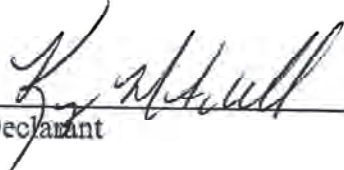
**PUBLISHER'S AFFIDAVIT**

I am the publisher of the Pittsburg Gazette, a newspaper published at Pittsburg, Camp County, Texas. The attached Notice(s) was published in the Pittsburg Gazette, a newspaper printed in Camp County, Texas, and of general circulation in said County as provided in the Texas Probate Code. The date(s) that the issue of said newspaper in which said Notice was published WAS January 5, 12, 2023. A copy of the Notice as published, clipped from the newspaper, is attached hereto.

  
\_\_\_\_\_  
Publisher

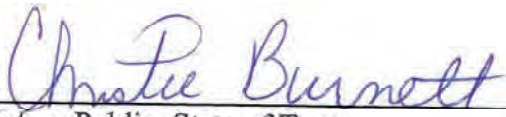
My name is Kenny Mitchell, my date of birth is 07/12/1963, and my address is 112 Quitman Street, Pittsburg, Texas 75686. I declare under penalty of perjury that the foregoing is true and correct.

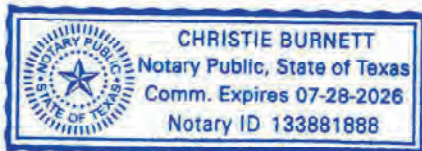
Executed in Camp County, State of Texas, on January 13, 2023.

  
\_\_\_\_\_  
Declarant

SWORN TO AND SUBSCRIBED BEFORE ME BY Kenny Mitchell on this

the 13<sup>th</sup> day of January, 2023.

  
\_\_\_\_\_  
Notary Public, State of Texas





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 • Brazos  
 • Burleson  
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 • Panola  
 • Polk  
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# NETX CROSSROADS

MAGAZINE

**A magazine about people, places, and happenings in Northeast Texas.**

Mrs. Strube is survived by her sons, Jim and wife, Judy of Pittsburg, Ray Strube and Mt Pleasant and Martin (Marty) Strube of daughters, Tracy Holcomb of Azle, and of Pittsburg; nine grandchildren, 19 greatdren, and one great-great-grandchild.

She is preceded in death by her husband Royce Harper Strube and parents, Elvie Carpenter.

Pallbearers will be Mark Strube, Pat Bradley Strube, Eric Strube, Joshua Folma sey Strube.

Visitation will be from 12:30 p.m. to 1:30 p.m. on Saturday, December 31, 2022, at Erman Smith Home Chapel.

# Texas

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POWERED BY: The Pittsburg Gazette • Mount Pleasant Tribune • The Steel Country Bee

## THE SOLUTION FROM PAGE 5

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3	7	9	5	6	2	4
7	3	4	8	1	9	5
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3	9	7	4	5	1	6
6	2	1	9	4	5	3
7	4	8	7	9	6	1
8	6	5	3	2	8	7

## HELP WANTED

**Princess Three Operating is hiring!**  
 LOCAL EAST TEXAS WORK  
**Hiring for WORKOVER rig position only at this time.**  
**Monday – Friday work schedule.**

Experience is not required for floorhand position. Position is labor intensive.

Please apply in person at 8436 Farm Rd 71, Talco, Texas 75487. If you have any questions about the position, call 903.657.4504

## LEGAL

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 230101 Assistive Technology Goods and Services**
- 230102 Comprehensive Facilities Management & Services**
- 230103 Janitorial and Sanitation Supplies & Services**
- 230104 Trades, Labor, and Materials (2 Part with JOC)**
- 230105 Technology Solutions Products and Services**

Proposals are due and will be opened on February 17, 2023 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

### PUBLICATION NOTICE

In this cause, it appearing from the petition, which is sworn to, that the address and whereabouts of the Defendant KENDALL W. [Name] is unknown and cannot be ascertained by diligent search and inquiry, he is required to file an answer to the above mentioned Complaint with the Clerk of the Madison County Court, 110 Irby Street, Jacksonville, Tennessee, 38301 on or before, JANUARY 18, 2023, and serve a copy of said answer on, ATTORNEY J. Grant, III, 2817 N. Highland Avenue, Suite A Jackson, TN 38305, in order to make defense to the Complaint filed against him or otherwise. This Complaint will as to him be taken as confessed. This Notice is published in the Pittsburg Gazette for four consecutive weeks.

This the 29th day of December 2022  
 Bart Swift Juvenile Court

TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK

# TexSCAN

TexSCAN Week of  
 Jan. 1-7, 2023

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# Classified

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aws

age 1

The new law seeming-  
increased burden on  
districts, it address-  
by making those  
eligible for addi-  
to offset the tax

endent Terry  
ghed in on the situ-  
ffects Pittsburg ISD.  
doesn't have a ma-  
on school districts,"  
explained. "The law  
place to give the el-  
sabled (whose taxes

are frozen), the same property  
tax relief that everyone else re-  
ceived over the last few years.  
This is on the M&O [Mainte-  
nance and Operations] tax rate,  
which has gone down \$0.19  
cents in the last three years.

"School districts' budgets are  
set based on ADA, average dai-  
ly attendance, which is based  
on the number of students en-  
rolled. The district's budget (en-  
titlement) is paid by a combi-  
nation of state and local funds.  
The reduction in local funds by  
this new law should be made up  
through increased state funds,  
in order for the district to re-  
ceive their full entitlement."

But when the recent tragedy occurred in  
the Uvalde School, Cassel felt sick. She said  
that God told her to write a poem, but she  
didn't want to do so.

"God wouldn't leave me alone," Cassel  
explained. She finally gave in, sat down,  
and prayed, "God, what do you want me to  
write?"

The words "little caskets" kept repeating  
themselves in her mind, and when she took  
up her pen, the words seemed to flow al-  
most without her guidance.

After a "chance" meeting with a lady from  
the Uvalde Methodist Church, Little Caskets  
was given to two funeral homes in Uvalde to  
offer comfort to the families hurting from  
the loss of their loved ones.

Many of Cassel's poems hang in buildings

How do we stop this madness?  
How do we bring it to an end?

We lower these little caskets into the  
To try to cover our pain and our hurt  
Cease political rhetoric and change  
The solution is recorded in the Good

If we humble ourselves, seek God's fa-  
The covenant says to turn from our v  
America should confess and follo  
mand,  
Then, God will hear us and heal our

II Chronicles 7:14

If my people, who are called by my  
Will humble themselves and pray, a  
face,  
And turn from their wicked ways;  
Then will I hear from heaven, and  
their sin,  
And will heal their land.

# Texas

• TITUS • MORRIS

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words

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- W/D connections
- On-Site Laundry
- Community Room
- Social Services
- Office Open 8-5 Weekdays

Equal Housing Opportunity Handicap Accessible

FIND IT  
in the Classifieds!

LEGAL

Request for Proposals

Northeast Texas Community College (NTCC) District invites all "quali-  
fied professional firm(s)" to submit  
request for proposals (RFP) responses  
for NTCC's Property and Casualty In-  
surance for the following solicitation:

Request for Proposals (RFP) # RFP-2023-01  
[www.ntcc.edu/about-us/public-notices](http://www.ntcc.edu/about-us/public-notices)

Submit response to:  
Northeast Texas Community College (NTCC)  
Attention: Brandi Cave  
2886 FM 1735  
Mount Pleasant, Texas 75455

By no later than: February 22, 2023  
at 2:00 p.m., Central Standard Time (CST)

On the date and at the time for sub-  
mission of proposals, responses will  
be opened and identified byrespon-  
dent name. However, proposals will  
not be read aloud. Proposals that

PUBLICATION NOTICE

In this cause, it appearing fr  
petition, which is sworn to,  
the address and whereabouts  
the Defendant KENDALL WF  
unknown and cannot be as  
by diligent search and inqu  
he is required to file an ans  
above mentioned Complain  
Clerk of the Madison County  
Court, 110 Irby Street, Jacks  
nessee, 38301 on or before,  
ARY 18, 2023, and serve a co  
said answer on, ATTORNEY  
Grant, III, 2817 N. Highland  
Suite A Jackson, TN 38305, i  
to make defense to the Com  
filed against him or otherwi  
Complaint will as to him be  
for confessed. This Notice w  
published in the Pittsburg G  
for four consecutive weeks.

TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK

# TexSCAN





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)

December 7, 2022

Don Whitman  
Russell Johns Associates LLC  
1001 S Myrtle Ave. Suite 7  
Clearwater, FL 33756

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 230101 Assistive Technology Goods and Services**
- 230102 Comprehensive Facilities Management & Services**
- 230103 Janitorial and Sanitation Supplies & Services**
- 230104 Trades, Labor, and Materials (2 Part with JOC)**
- 230105 Technology Solutions Products and Services**

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



**Shelley Black**  
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***"Connecting Members and Vendors Together"***

# MCA



**russell  
johns**

*National Human Resource Executive Organization*

**NHBOC**  
WORKS FOR YOU

January 13th, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States. The Interlocal Purchasing System (TIPS) public notice was published within said newspaper in the Public Notice Section of the on the following dates:

1/5/2023

1/12/2023

Anthony Pacini

On this the 13th day of January, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.

Camika Winter  
State of Florida  
County of Pinellas

**CAMIKA C WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2026  
No. MH 263170

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556

He asked them all to Mom, Dad, 5-year-old sis then offered the prayer of fan who had watched the unfold with no real answer









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)

December 7, 2022,

The Advocate  
C/O Legal Notices (Martinisha Singleton)  
PO Box 588  
Baton Rouge, LA 70821

Please print the following **LEGAL NOTICE:** **Thursday, January 5, 2023 AND Thursday, January 12, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 230101 Assistive Technology Goods and Services**
- 230102 Comprehensive Facilities Management & Services**
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- 230105 Technology Solutions Products and Services**

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***Electronic tear sheets are required for this ad.***

Please **email proofs, tear sheet copies, affidavit and invoice to Shelley Black** at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



**Shelley Black**  
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***"Connecting Members and Vendors Together"***


# CAPITAL CITY PRESS

**Publisher of  
THE ADVOCATE**

## PROOF OF PUBLICATION

The hereto attached notice was published in  
**THE ADVOCATE**, a daily newspaper of  
general circulation within Louisiana, and the  
**Official Journal of the State of Louisiana**, City  
of Baton Rouge, and Parish of East Baton  
Rouge, or published daily in **THE TIMES-  
PICAYUNE/THE NEW ORLEANS ADVOCATE**,  
in New Orleans, Louisiana, or published daily  
in **THE ACADIANA ADVOCATE** in

1/5/2023, 1/12/2023

  
Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person  
whose signature appears above

2/8/2023



M. Monic McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



THE INTERLOCAL PURCHASING SYS	#17073
4845 US Hwy 271 NORTH	
PITTSBURG, TX 75686	

#043; Tangaia Brooks unit #047; Patricia Vessel unit #080. This sale may be withdrawn at any time without notice. Certain terms and conditions apply. 19493-jan 5-1t

**Attorney**  
Applying for Social Security Disability or Appealing a Denied Claim? Call Bill Gordon & Assoc., Social Security Disability Attorneys, 1-844-883-2045 FREE Consultations. Local Attorneys Nationwide [Mail: 2420 N St NW, Washington DC. Office: Broward Co. (TX/NM Bar)]

Attention: Auto Injury Victims. If you have suffered a serious injury in an auto accident, call us! Our attorneys have the experience of getting you the full compensation you deserve! Call Now: 1-866-411-5266

**PROBLEM CREDIT REPORT?**  
Lexington Law helps works to challenge inaccurate negative items including identity theft, collections, late payments, liens and more from your credit report. Call for a free credit repair consultation: 1-888-521-0958 John C. Heath, Attorney at Law, PLLC, dba Lexington Law Firm.

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Over \$10K in Debt? Be debt free in 24 to 48 months. No upfront fees to enroll. A+ BBB rated. Call National Debt Relief 1-844-932-4168

**SAVE YOUR HOME!** Are you behind paying your MORTGAGE? Denied a Loan Modification? Is the bank threatening foreclosure? CALL Homeowner's Relief Line! FREE CONSULTATION! 1-877-760-3072

The COVID crisis has cost us all something. Many have lost jobs and financial security. Have \$10K In Debt? Credit Cards. Medical Bills. Car Loans. Call NATIONAL DEBT RELIEF! We can help! Get a FREE debt relief quote: Call 1-844-488-4687

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**Safe Step**. North America's #1 Walk-In Tub. Comprehensive lifetime warranty. Top-of-the-line installation and service. Now featuring our FREE shower package and \$1600 Off for a limited time! Call today! Financing available. Call Safe Step 1-844-699-5801

**SAVE ON YOUR MEDICARE SUPPLEMENT!** FREE QUOTES from top providers. Excellent coverage. Call for a no obligation quote to see how much you can save! 1-877-326-0344

Stroke and Cardiovascular disease are leading causes of death, according to the American Heart Association. Screenings can provide peace of mind or early detection! Contact Life Line Screening to

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**BEST SATELLITE TV** with 2 Year Price Guarantee! \$59.99 per month with 190 channels and 3 months free premium movie channels! Free next day installation! Call 1-844-284-8095

DirecTV Satellite TV Service Starting at \$74.99/month! Free Installation! 160+ channels available. Call Now to Get the Most Sports & Entertainment on TV! 1-844-592-1499

DirecTV Stream - The Best of Live & On-Demand On All Your Favorite Screens. CHOICE Package, \$84.99 per month for 12 months. Stream on 20 devices at once in your home. HBO Max FREE for 1 year (w/CHOICE Package or higher.) Call for more details today! (some restrictions apply) Call IVS 1-833-317-1353

**DIRECTV - Switch and Save!** \$39.99 per month. Select All-Included Package. 155 Channels. 1000s of Shows/Movies on Demand. FREE Genie HD DVR Upgrade. Premium movie channels, FREE for 3 months! Call 1-866-734-0452

**DISH Network**. \$59.99 for 190 Channels! Blazing Fast Internet, \$19.99 per month (where available.) Switch & Get a FREE \$100 Visa Gift Card. FREE Voice Remote. FREE HD DVR. FREE Streaming on ALL Devices. Call today! 1-855-654-8207

**Earthlink Highspeed Internet** Big Savings with Unlimited Data! Fiber optic Technology up to 1gbps with customizable plans - Call Today! 1-833-641-0696

**FREE high-speed internet** for those that qualify. Government program for recipients of select programs incl. Medicaid, SNAP, Housing Assistance, WIC, Veterans Pension, Survivor Benefits, Lifeline, Tribal. 15 GB internet service. Bonus offer: Android tablet FREE with one-time \$20 copay. Free shipping & handling. Call Maxsip Telecom today! 1-844-849-6281

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**AUTO INSURANCE STARTING AT \$49/MONTH!** Call for your fee rate comparison to see how much you can save! Call: 1-844-430-4651

**DENTAL INSURANCE** from Physicians Mutual Insurance Company. Coverage for 350 plus procedures. Real dental insurance - NOT just a discount plan. Do not wait! Call now! Get your FREE Dental Information Kit with all the details! 1-855-268-0108 www.dental50plus.com/morning #6258

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**EMPLOYMENT**  
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**MISC FOR SALE**  
Ladies black leather coat, like new, size small, \$45. 225-752-7273

**MISC FOR SALE**  
Sunbeam Queen electric blanket, new in box, \$50. 225-752-7273

**Baton Rouge Real Estate For Sale**

**COMMERCIAL SALE**  
7612 Picardy Ave. Our Lady of the Lake Office Park. 13,000 sq ft; separate units. 225-933-4604

**Baton Rouge Rental**

**AREA 3**  
3 BR, 1 ba. 3948 Eleanor Dr. off Prescott Rd. near N. Foster. \$740 mo. Cent. A/H. No animals. Proof of employment & income. 225-921-8536

**AREA 3**  
Affordable 1 & 2 Bedroom Apartments for Rent. Ask about our Move-In Specials 225-330-2008

**MOBILE HOME**  
1, 2 & 3 BR mobile homes, \$575 & up 6061 Plank Rd. CALL 225-978-4653

**AREA 3**  
4Br/2Ba, Cntr AC \$1150/mo. 2Br/2Ba \$595. 225-810-0775 or 955-8970

**AREA 4**  
**FREE RENT**  
225-351-7449

**AREA 5**  
3Br/2Ba Siegen/Perkins, \$1295/mo & Dep. Ct A/H 225-810-0775 or 955-8970

**AREA 5**  
655 North St. Subsidized eff apts cpabr.org 225-383-5551. TDD/TTY /711RELAY



**AREA 5**  
Move In Special. 2BR/2BA flat, w/FP, ctl A&H, W/D. \$825 mo. 225-315-0930

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**OFFICE SPACE**  
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**AREA 3**  
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BUICK GMC  
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**AUTO PARTS-TIRES**  
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**Newman Marchive, Inc.**  
2800 Youree Drive, Suite 310 Shreveport, LA 71104 318-219-1814 **Mr. Lauren Marchive** [marchive@newmaninc.com](mailto:marchive@newmaninc.com)

**DEPOSIT.** There is no deposit for e-version Bidding Documents.

**BID SECURITY.** Bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and any alternatives and must be in the form of a certified check, cashier's check, or bid bond written by a surety company licensed to do business in Louisiana, and payable to the Owner.

**PRE-BID CONFERENCE. A MANDATORY PRE-BID CONFERENCE** will be held at 10:00 am, on Thursday, January 26, 2023, at the DeSoto Parish Police Jury Meeting Room. Sign-in will be between 9:45 am and 10:00 am. Meeting will be closed at 10:00 am. Persons arriving after the meeting shall not be allowed to attend the pre-bid conference. Attendance at the pre-bid conference by an officer, estimator or other individual with knowledge in this bid is **MANDATORY** and will be considered a pre-condition for bidder eligibility.

**ACCEPTANCE OF BIDS.** Bids shall only be accepted from contractors who are properly licensed under LA R.S. 37. No bid may be withdrawn after the bid opening except as allowed under the provisions of LA R.S. 38 and not by the Bid Documents. The owner reserves the right to reject any and all bids for just cause in accordance with LA R.S. 38.

Ernel Jones, President DeSoto Parish Police Jury Advertisement Dates: December 29, 2022; January 5, 12 & 19, 2023

19084-jan 5-12-19-3t

**PUBLIC NOTICE**  
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**ADVERTISEMENT**  
SOWELA Technical Community College is accepting sealed bids for High Speed Engine Lathes to be used in our Machine Tool Program at SOWELA Technical Community College campus. Bids will be publicly opened and read at SOWELA Technical Community College, 3820 Sen. J. Bennett Johnston Avenue, Lake Charles, LA 70615 on January 24, 2023 at 10:00 A.M. Specifications and bid form (#74362) may be obtained by contacting Susan Tuck at [susan.tuck@sowela.edu](mailto:susan.tuck@sowela.edu). SOWELA Technical Community College does not discriminate on the basis of race, color, national origin, gender, disability, or age in its programs or activities. The following person has been designated to handle inquiries regarding the non-discrimination policies: Title-Compliance Officer, Address-3820 Sen J. Bennett Johnston Ave., Lake Charles, LA 70615. Telephone No. 337-421-6565 or 800-256-0483, Email-compliance\_officer@sowela.edu

19194-jan 5-1t

**PUBLIC NOTICE**  
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**NOTICE TO CONTRACTORS**

The City of Baton Rouge and Parish of East Baton Rouge will receive electronic or paper bids for the construction of the following project:

**BR AIRPORT CONCOURSE "A" ROOF REPLACEMENT**

9430 JACKIE COCHRAN DRIVE, BATON ROUGE, LA 70807

**CITY PARISH PROJECT**  
NO. 21-ASC-CP-1440

**PROJECT DESCRIPTION:** Various renovations to five branch libraries in-

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# DEADLINE CHANGE

To place a Classified Ad to run in the Friday edition of the paper the NEW Deadline will be Tuesday by 3 p.m.

The Advocate Classified Advertising Department  
225-383-0111 • 504-636-7425 • 337-504-7804





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Lattie Martin

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Walker, LA 70785

225-664-4020 Office

225-664-2011 Fax

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225-343-0670

**To advertise here,  
please call  
225-383-0111**

### Public Notices Bids/Proposals

and Parish of East Baton Rouge will receive electronic or paper bids for the construction of the following project:

**BR AIRPORT CONCOURSE "A" ROOF REPLACEMENT**

9430 JACKIE COCHRAN DRIVE, BATON ROUGE, LA 70807

**CITY PARISH PROJECT NO. 21-ASC-CP-1440**

**PROJECT DESCRIPTION:** Various renovations to five branch libraries including but not limited to interior and exterior painting, flooring installation, plumbing fixture installation, light fixture installation, gutter and

### Public Notices Bids/Proposals

and/or "their" authorized representatives are invited to be present.

Bids, amendments to bids, or request for withdrawal of quotations, received after time specified for bid opening shall not be considered for any cause whatsoever. Bid results can be viewed at the link: <http://www.brgov.com/dept/purchase/bidresults.asp>

Bids shall be firm for a period of forty-five (45) days from the date of the opening of bids and no bid shall be withdrawn for any reason during this period of time except as allowed per R.S. 38:2214.C.

### Public Notices Bids/Proposals

were issued. In no event shall paper solicitation forms be issued later than twenty-four (24) hours prior to the hour and date set for receiving proposals.

The Bidder is advised that the City of Baton Rouge and Parish of East Baton Rouge is an Equal Opportunity Employer. Therefore the Bidder is encouraged to utilize minority participation in this contract to the extent possible through the use of small, disadvantaged and women-owned businesses as suppliers or subcontractors. To assist the City-Parish in our efforts to track the minority participation on

### Public Notices Bids/Proposals

For additional information regarding the construction documents, please contact Bid Related: Purchasing Division (225) 389-4694 or [rgt@brla.gov](mailto:rgt@brla.gov).

Rev 05/15/2015

18845-dec 29-jan 5-12-3t

**PUBLIC NOTICE**  
SECTION 00 0004 - AD-  
VERTISEMENT FOR BIDS  
Sealed bids will be received by Grace Hebert

### Public Notices Bids/Proposals

surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent of policyholders'

### Public Notices Bids/Proposals

recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2163 for the classification of Building Construction. Bidder is required to comply with provisions and requirements of LA R.S. 38:2212 (A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the

### Public Notices Conservation

**PUBLIC NOTICE**  
-3-  
**PLEASANT HILL FIELD**  
23-50 and 23-51  
**LEGAL NOTICE**  
STATE OF LOUISIANA, OFFICE OF CONSERVATION, BATON ROUGE, LOUISIANA.  
In accordance with the laws of the State of Louisiana, and with particular reference to the provisions of Title 30 of Louisiana Revised Statutes of 1950, a public hearing will be held in the Hearing Room, 1st Floor, LaSalle Building, 617 North 3rd Street, Baton Rouge, Louisiana, at 9:00 a.m. on **TUESDAY, FEBRUARY 14, 2023**, upon

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4. To p  
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5. To  
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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)

December 7, 2022

Daily Journal of Commerce, Inc.

Attn: Michelle Ropp

SDS 12-2632 PO Box 86

Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on: **Friday, January 6, 2023 AND Friday, January 13, 2023.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**230101 Assistive Technology Goods and Services**

**230102 Comprehensive Facilities Management & Services**

**230103 Janitorial and Sanitation Supplies & Services**

**230104 Trades, Labor, and Materials (2 Part with JOC)**

**230105 Technology Solutions Products and Services**

Proposals are due and will be opened on **February 17, 2023 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please **email proofs, tear sheet copies, affidavit and invoice to Shelley Black** at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



**Shelley Black**  
Contracts Support

Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***"Connecting Members and Vendors Together"***

Daily Journal of Commerce  
11 NE Martin Luther King Jr Blvd.  
Portland, OR, 97232  
Phone: 503-226-1311 Fax: 503-222-5358



### Affidavit of Publication

To: The Interlocal Purchasing System Tips - Shelley Black  
4845 US Hwy 271 N  
Pittsburg, TX, 756864303

Re: Legal Notice 2462060, Assistive Technology Goods and Services

State of OR }

County of Multnomah }

} SS:

I, Nick Bjork, being duly sworn, depose and say that I am the Publisher of the Daily Journal of Commerce, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.101 and 193.020, published in Portland in the aforesaid County and State; that I know from my personal knowledge that the notice described as:

Assistive Technology Goods and Services  
THE INTERLOCAL PURCHASING SYSTEM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper 2 time(s) in the following issues:

**01/06/2023 and 01/13/2023.**

#### SEE EXHIBIT A

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME ON 20<sup>th</sup> day of January 2023

By:

A handwritten signature in black ink that reads 'N. Bjork'.

Nick Bjork

By:

A handwritten signature in black ink that reads 'Michelle A. Ropp'.

State of Oregon  
Notary Public, State of OR  
No. 1031542

My commission expires on December 05, 2026





etc.



the project reach. The b



Texas Consolidator of Public Accounts  
Glenn Hays

Kristie Collins Account ▾

Bid Postings

Contracts

SPD Applications

Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-8477

Contact Email: bids@tips-usa.com

Solicitation ID: 230101

Solicitation Title: Assistive Technology Goods and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 47000-Hospital, Nursing Home Or Residential Specialized Equipment For The Handicapped And Disabled  
93800-Equipment Maintenance And Repair Services For Hospital, Laboratory, And Testing Equipment  
88000-Visual Education Equipment And Supplies (Except Projection Lamps -See Class 285)

~~Unpublished Details~~ Internal Notes

Record Attachments

#	Name	Description
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- Bid Postings
- Contracts
- SPU Applications

Solicitation Notice

Print

Thank you for using the ESD. your bid solicitation entry is now complete

Status: Posted

Contact Name: TIPS

Contact Number: 866-839-6477

Contact Email: bids@tips-usa.com

Solicitation ID: 230102

Solicitation Title: Comprehensive Facilities Management and Services

Agency/Texas SmartBuy Member Name: ESC Region 8 - E2250

Posting Requirements: 21+ Days for Solicitation Notice

Solicitation Posting Date: 1/5/2023

Response Due Date: 2/17/2023

Response Due Time: 3:00 PM

Solicitation Description:

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

Class/Item Code: 95800-Management Services

Published Dates Internal Notes

Record Attachments

#	Name	Description
1	ESBD_File_312648_TXSMART BUY LINK.docx	This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation





Texas Comptroller of Public Accounts  
Glenn Hegar

Kristie Collins Account ▾

Bid Postings

Contracts

SPD Applications

## Solicitation Notice

Final

Thank you for using the ESBD, your bid solicitation entry is now complete.

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 230103

**Solicitation Title:** Janitorial and Sanitation Supplies and Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/5/2023

**Response Due Date:** 2/17/2023

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 48500-Janitorial Supplies, General Line

98300-Rental Or Lease Services Of Clothing, Janitorial, Laundry, Lawn, Painting, Spraying, Laboratory And Textile Equipment

48600-JANITORIAL SUPPLIES, GENERAL LINE, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY

18000-Chemical Raw Materials (In Large Quantities Primarily For Manufacturing Janitorial And Laundry Products)

Modify Solicitation

Internal Notes

Cancel Solicitation

Published Notice

Internal Notes



Texas Comptroller of Public Accounts  
Glenis Hegar

Kristie Collins Account ▾

Bid Postings

Contracts

SPD Applications

## Solicitation Notice

[Print](#)

Thank you for using the ESBD, your bid solicitation entry is now complete

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 230104

**Solicitation Title:** Trades, Labor, and Materials (2 Part with JOC)

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/5/2023

**Response Due Date:** 2/17/2023

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 91400-Construction Services, Trade (New Construction)

90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

91000-Building Maintenance, Installation And Repair Services

[Modify Solicitation](#)

[Internal Notes](#)

[Cancel Solicitation](#)

[Published Details](#) [Internal Notes](#)

### Record Attachments

#	Name	Description
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Texas Comptroller of Public Accounts  
Glenis Hegar

Kristie Collins Account

Bid Postings

Contracts

SPD Applications

## Solicitation Notice

Print

Thank you for using the ESBD, your bid solicitation entry is now complete

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 230105

**Solicitation Title:** Technology Solutions Products and Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/5/2023

**Response Due Date:** 2/17/2023

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 91600-COMMUNICATIONS AND TECHNICAL SERVICES, HIGHER EDUCATION

92000-Data Processing, Computer, Programming, And Software Services

20300-COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED BY AN

AGENCY ACCEPTED CERTIFICATION ENTITY

20400-Computer Hardware And Peripherals For Microcomputers

20700-Computer Accessories And Supplies

Published Details Internal Notes

Record Attachments

## Certificate Of Completion

Envelope Id: 150A04F0-6FE8-4C33-ABF6-FA0C1C27EDFC		Status: Completed
Subject: Cooperative Form for Water Services - C2025035 Zonar		
Source Envelope:		
Document Pages: 91	Signatures: 1	Envelope Originator:
Certificate Pages: 15	Initials: 0	Procurement Resource Group
AutoNav: Enabled		730 2nd Ave. South 1st Floor
Envelopeld Stamping: Enabled		Nashville, TN 37219
Time Zone: (UTC-06:00) Central Time (US & Canada)		prg@nashville.gov
		IP Address: 170.190.198.190

## Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
12/31/2024 9:41:27 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

## Signer Events

Signer Events	Signature	Timestamp
Judy Cantlon judy.cantlon@nashville.gov Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 170.190.198.190	Sent: 12/31/2024 9:44:27 AM Viewed: 12/31/2024 9:44:58 AM Signed: 12/31/2024 9:45:14 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 12/31/2024 9:44:58 AM  
ID: fc6097be-af0c-46c0-a779-235d6d2f5557

Zak Kelley Zak.Kelley@Nashville.gov Finance Manager Metro Nashville Government Security Level: Email, Account Authentication (None)	<b>Completed</b>  Using IP Address: 170.190.198.190	Sent: 12/31/2024 9:45:19 AM Viewed: 1/6/2025 2:59:07 PM Signed: 1/6/2025 3:15:02 PM
---	---	---

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	  Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 1/6/2025 3:15:08 PM Viewed: 1/6/2025 3:26:15 PM Signed: 1/6/2025 3:26:48 PM
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**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
<div>Tony Vlascic</div> <div>Tony.Vlascic@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 12/17/2024 2:10:03 PM ID: 53516214-3ded-4dce-9e8e-8a2cabe181fe</div>	<div>COPIED</div>	<div>Sent: 1/6/2025 3:26:53 PM</div>
<div>Stephanie Belcher</div> <div>Stephanie.belcher@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Accepted: 9/23/2024 11:25:38 AM ID: a72d9594-26bf-4d53-b982-d9f455150e38</div>	<div>COPIED</div>	<div>Sent: 1/6/2025 3:26:53 PM</div>
<div>Amber Gardner</div> <div>amber.gardner@nashville.gov</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 1/6/2025 3:26:54 PM</div>
<div>PRG</div> <div>prg@nashville.gov</div> <div>Metropolitan Government of Nashville and Davidson County</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 1/6/2025 3:26:54 PM</div> <div>Resent: 1/6/2025 3:27:06 PM</div>
<div>Terri L. Ray</div> <div>Terri.Ray@nashville.gov</div> <div>Finance Manager</div> <div>Metropolitan Government of Nashville and Davidson County</div> <div>Security Level: Email, Account Authentication (None)</div> <div>Electronic Record and Signature Disclosure: Not Offered via DocuSign</div>	<div>COPIED</div>	<div>Sent: 1/6/2025 3:26:55 PM</div> <div>Viewed: 1/6/2025 3:33:35 PM</div>
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/31/2024 9:44:27 AM
Certified Delivered	Security Checked	1/6/2025 3:26:15 PM
Signing Complete	Security Checked	1/6/2025 3:26:48 PM
Completed	Security Checked	1/6/2025 3:26:55 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		