

## 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):

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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: GHD Services Inc.

Vendor Address: 2055 Niagara Falls Blvd, Suite 3

City: Niagara Falls State: NY Zip Code: 14304

Vendor Authorized Signatory Name: Cody Petrosino

Vendor Authorized Signatory Title: Head of Operations, Products & Platforms

Vendor Authorized Signatory Phone: 1-519-340-3805

Vendor Authorized Signatory Email: cody.petrosino@ghd.com

Vendor Authorized Signature:  Date: February 2, 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: 5/5/2023



**230105**  
**GHD Services 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

## GHD Services Inc Information

Address: 2055 Niagra Falls Blvd  
Niagra, NY 14304  
Phone: (716) 297-6150

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

Gord Sears

*Signature*

*Submitted at 2/17/2023 12:39:50 PM (CT)*

[gord.sears@ghd.com](mailto:gord.sears@ghd.com)

*Email*

## Supplier Note

Thank you for the opportunity to submit GHD Services Inc. Digital Products and Service offerings.

## Requested Attachments

### Pricing Form 1

230105 Pricing Form 1 Feb17.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 2Feb17.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

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**

GHD SERVICES INC W-9 2022.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.

## **Response Attachments**

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### **GHD Services Company Experience and Product Information package.pdf**

Additional Information on GHD Digital Services Background Information and additional information on our Digital Offerings - thank you!

## Bid Attributes

<b>1 Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b>
Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.
<input type="text" value="NO"/>
<b>2 Historically Underutilized Business (HUB)</b>
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.
<input type="text" value="No"/>
<b>3 National Coverage</b>
Can the Vendor provide its proposed goods and services to all 50 US States?
<input type="text" value="Yes"/>
<b>4 States Served</b>
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.
<input type="text" value="No response"/>
<b>5 Description of Vendor Entity and Vendor's Goods &amp; Services</b>
If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.
<input type="text" value="Public Sector Solutions&lt;br/&gt;Connect with your community better than ever before. With modern products and services that are built for the public sector, meet your citizens where it matters and transform their digital experience with your organization."/>
<b>6 Primary Contact Name</b>
Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.
<input type="text" value="Alaa Alrifaie"/>
<b>7 Primary Contact Title</b>
Primary Contact Title
<input type="text" value="Partnerships Manager"/>
<b>8 Primary Contact Email</b>
Please enter a valid email address that will definitely reach the Primary Contact.
<input type="text" value="alaa.alrifaie@ghd.com"/>

**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.

**10 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).

**11 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).

**12 Secondary Contact Name**

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

**13 Secondary Contact Title**

Secondary Contact Title

**14 Secondary Contact Email**

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

**15 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.

**16 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).



<b>1</b> <b>7</b>	<b>Secondary Contact Mobile</b> 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). <input type="text" value="No response"/>
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<b>1</b> <b>8</b>	<b>Administration Fee Contact Name</b> 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. <input type="text" value="Alaa Alrifaie"/>
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<b>1</b> <b>9</b>	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="alaa.alrifaie@ghd.com"/>
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<b>2</b> <b>0</b>	<b>Administration Fee Contact Phone</b> 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). <input type="text" value="5193403813"/>
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<b>2</b> <b>1</b>	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Alaa Alrifaie"/>
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<b>2</b> <b>2</b>	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="alaa.alrifaie@ghd.com"/>
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<b>2</b> <b>3</b>	<b>Purchase Order and Sales Contact Phone</b> 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). <input type="text" value="5193403813"/>
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<b>2</b> <b>4</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="ghddigitalpss.com"/>
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<b>2</b> <b>5</b>	<b>Entity D/B/A's and Assumed Names</b> 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. <input type="text" value="No response"/>
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2 6	<p><b>Primary Address</b></p> <p>Primary Address</p> <input type="text" value="2055 Niagara Falls Blvd, Suite 3"/>
2 7	<p><b>Primary Address City</b></p> <p>Primary Address City</p> <input type="text" value="Niagara Falls"/>
2 8	<p><b>Primary Address State</b></p> <p>Primary Address State (2 Digit Abbreviation)</p> <input type="text" value="NY"/>
2 9	<p><b>Primary Address Zip</b></p> <p>Primary Address Zip</p> <input type="text" value="14304"/>
3 0	<p><b>Search Words Identifying Vendor</b></p> <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> 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.</p> <input type="text" value="Digital, Website, eProcurement, Procurement, Contract Management"/>
3 1	<p><b>Certification of Vendor Residency (Required by the State of Texas)</b></p> <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>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.</p> <input type="text" value="No"/>
3 2	<p><b>Vendor's Principal Place of Business (City)</b></p> <p>In what city is Vendor's principal place of business located?</p> <input type="text" value="Niagara Falls"/>
3 3	<p><b>Vendor's Principal Place of Business (State)</b></p> <p>In what state is Vendor's principal place of business located?</p> <input type="text" value="New York"/>
3 4	<p><b>Vendor's Years in Business</b></p> <p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <input type="text" value="20"/>

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

**0**

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** **TIPS Sales Reporting Requirements**

**1**

**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 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** **TIPS Administration Fee Requirement and Acknowledgment**

**2**

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

**3**

**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** **Non-Collusive Bidding Certificate**

**4**

**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.

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**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)

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**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?

**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 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.  
6 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?

Yes

**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?

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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).

**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?

**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?

**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 will 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.

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

**8**

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

**9**

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 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 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 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?

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### **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?

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### **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?

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

6

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

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

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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?

**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?

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

**1**

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

**2**

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.

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**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?

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**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.



**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: GHD Services Inc.

Vendor Authorized Signatory Name: Cody Petrosino

Vendor Authorized Signatory Title: Head of Operations, Products & Platforms

Vendor Authorized Signatory Email: cody.petrosino@ghd.com

Vendor Address: 2055 Niagara Falls Blvd, Suite 3

City: Niagara Falls State: NY Zip Code: 14304

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: 

## **VENDOR SUPPLEMENTAL INFORMATION**

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



TIPS/Region 8 ESC  
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February 17, 2023

Solicitation: TIPS RFP 230105 Technology Solutions, Products, and Services

---

Thank you for providing the opportunity for GHD Services Inc. (GHD) to submit this proposal offering from our four (4) main Digital Practices and their associated product and service offerings outlined in this proposal.

***Scaling cutting-edge technology to optimize your operations, solve problems and provide value to transform our industry today, and into the future.***

The global pandemic created an urgent need for organizations in the public sector to move their operations online. With ageing websites and infrastructure not designed to handle the vast amount of data being collected in the shift to online, many organizations are struggling to provide the user experience that customers demand.

We understand how users navigate the digital space. Our team of product experts combines tech skills with industry knowledge across the fields of energy, water, environment, infrastructure and the public sector. We work with you to co-create, design and deliver products that help you to improve the way you work, solve problems and use data as insights to make more informed decisions. Let us show you how you can work faster, smarter and with less risk, less paper and lower environmental impact.

From municipal websites to pipeline automation, we can help you reimagine your digital services and deliver excellence.

**Digital Intelligence**

Combining our industry expertise, cutting-edge data science technology and client-focused innovation, we help you to achieve lasting business value by harnessing your most critical enterprise information.

**Digital Experience**

We apply technology to help clients execute their digital strategy, achieve operational excellence, and transform their business through enhanced digital customer experiences. We automate operations, connect environments, manage and secure digital assets and create immersive and extended reality experiences.

**Digital Innovation D-Lab**

We help clients think, act and work differently. Our innovation specialists and intrapreneurs use a range of innovation tools, methodologies and strategies to help innovate, transform, and create new business value.

**Products and Platforms**

We build scalable enterprise platform solutions, and tailored products that improve efficiency and enhance customer experience. We also have a technical support team that is committed to seeing our clients succeed, from initial training through ongoing support.

**Alaa Alrifaie**  
Partnerships Manager  
GHD Digital

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## Table of Contents

<b>1. GHD Services Inc. Company Background</b>	<b>3</b>
<b>2. Offering # 1: bids&amp;tenders Digital Procurement Platform</b>	<b>5</b>
<b>a. Project Team:</b>	<b>5</b>
<b>b. References:</b>	<b>5</b>
<b>c. Our eProcurement essentials package</b>	<b>6</b>
<b>i. Bid Management</b>	<b>7</b>
<b>ii. Online Submissions</b>	<b>7</b>
<b>iii. Evaluations</b>	<b>8</b>
<b>iv. Contract Management</b>	<b>8</b>
<b>v. Reporting &amp; Dashboard</b>	<b>9</b>
<b>vi. bids&amp;tenders Options:</b>	<b>10</b>
• Award Approval Workflow .....	10
• Contract Builder & eSignatures (DocuSign).....	10
• Supplier Performance Management.....	10
• Open Data Feed .....	10
• Single Sign-On Integration .....	10
<b>3. Offering # 2: Govstack CMS</b>	<b>11</b>
Goals for Website	11
A. Portray a positive image	11
B. Offer a satisfying user experience with needed resources easily found	14
C. Facilitate interactivity between the Agency and those it serves	17
D. Ability to integrate with currently-used applications	20
E. Easy to manage CMS with robust tracking, reporting, and governance tools	22
F. Provide similar services, features and functionality available on the existing website	25
G. Vendor References	29
<b>4. Offering # 3: PolicePro</b>	<b>30</b>
<b>5. Offering # 4 ZEVOTM (Zero Emissions Vehicle Optimization)</b>	<b>31</b>
<b>6. Offering 5 Applicant Tracking</b>	<b>31</b>
<b>7. Offerings 6 Adapt</b>	<b>31</b>
<b>8. Offering 7 Engage</b>	<b>31</b>
<b>9. Offering 8 Software Development Services</b>	<b>31</b>
<b>10. Offering 9 Digital Strategy</b>	<b>31</b>
<b>11. Offering 10 Innovation &amp; Human Centered Design</b>	<b>31</b>
<b>12. Offering 11. Robotic Process Automation</b>	<b>31</b>

## 1. GHD Services Inc. Company Background

### Our role

→ **connect you with the stakeholders that you serve**

For over 20 years, GHD Services Inc. (GHD Digital) has been helping public sector organizations like yours better connect with their communities and deliver services and information more efficiently. More than 650 municipalities have chosen GHD Digital to transform their online presence. We offer a full suite of digital offerings tailored to the needs of municipalities and we are committed to providing the best experience possible for our customers and the stakeholders they serve.

### Why GHD Digital

→ **deep knowledge of the public sector**

From implementing thousands of municipal websites, our team knows the pressure points, review and approval processes, and expected public reaction/requirements to every decision that is made. We've been there. Our team is highly attuned to the expectations and operational demands of public institutions.

Our team comprises passionate, experienced individuals who strive to empower local governments to better serve and engage with their citizens, stakeholders and businesses. We have a highly skilled team with the domain expertise to ensure we can meet all your needs in-house.

This includes experts in:

- Government websites and digital platforms
- User Experience (UX)
- Design and usability
- Search Engine Optimization (SEO)
- Accessibility
- ISO certified project management & delivery process
- Content creation and mapping
- Training and knowledge transfer
- Product innovation and development
- Customer satisfaction and support

Our 20 years of expertise in the online municipal government space ensures that our clients benefit from the cumulative knowledge and best practices baked into our tools and platforms – all of which are designed to deliver an optimum citizen experience.

### We turn digital ideas into

→ **effective, measurable solutions**

Your citizens expect more – and we can help you deliver! Elsewhere, across your community, citizens use fulsome mobile enabled websites to transact and order goods and services that are on their doorsteps in hours to days. They now expect a high level of digital enablement when dealing with their local governments.

At the same time, municipal governments are grappling with the aging-out workforce and overall labor shortages. How can you do more with less?

This is where GHD Digital can help. By harmonizing your communications and government operations, we take an integrated approach with the right digital tools and features to meet both *your* needs and the *expectations* of your citizens. Our suite of solutions will foster greater citizen engagement and deliver municipal services more efficiently and cost-effectively.

## Awards won

→ **celebrating** our award-winning clients



WebAwards won

**24**



APEX Awards won

**15**



Hermes Creative Awards Won

**76**



AVA Digital Awards won

**09**



MarCom Awards won

**69**



dotCOMM Awards won

**24**

### And there's more!

GHD Digital offers a range of additional solutions utilized by municipalities around the globe.

These include:

- Digital transformation planning - to accelerate your organizational performance through a more effective use of your people, processes, and technologies
- Data management, advanced analytics, and AI – to help you reduce costs and improve effectiveness by making earlier, more informed business decisions through predictive analytics and greater visibility into your organization's data
- Robotic process automation (a.k.a intelligent automation) which automates more of your back-office, repetitive manual tasks to speed delivery of services around the clock, and to better deal with workforce labor shortages and optimize your existing workforce for tasks that require human involvement and strategic input
- Location intelligence and geomatics to map your assets, integrate with your asset maintenance plans across green, grey, hard infrastructures etc.

## 2. Offering # 1: bids&tenders Digital Procurement Platform

### Product Contact:

Gord Sears, CPPO, CPPB  
eProcurement Consultant  
Telephone: 613-328-8509  
Email: [gord.sears@ghd.com](mailto:gord.sears@ghd.com)

If your Agency would like to schedule a demonstration of bids&tenders, please click this link to my demo calendar so you can schedule a date and time that is convenient for you [bids&tenders Digital Procurement Platform Demonstration](#)

bids&tenders Digital Procurement Platform, is a cloud-based, e-procurement solution. bids&tenders was developed by certified public procurement professionals in 2007 and is now used by over 450 North American public sector agencies.

Hosted by Microsoft Azure in the U.S.A.

The solution is quickly deployed, easily integrated with a client's online services, and customizable to their needs. bids&tenders can be seamlessly integrated with ERP systems such as SAP, JD Edwards, and Great Plains, and document management systems such as eDocs, SharePoint, and others.

bids&tenders Digital Procurement Platform, is a cloud-based, e-procurement solution. bids&tenders was developed by certified public procurement professionals and is now used by over 450 North American public sector agencies.

bids&tenders will automate and modernize your Agency's procurement practices and processes and provide enhanced electronic tools / reporting to assist your Agency's Procurement staff to manage the entire procurement cycle. Our Platform will provide one central location for all Procurement Projects and the information will be readily available 24.7.365 (except during maintenance).

All of our public sector clients have discovered that bids&tenders Digital Procurement Platform provides a secure auditable process, that has resulted in 98.62% responsive compliant submissions on average over the last 3 years by our clients. The success of bids&tenders can be contributed to;

- our two (2) online Quality Control Checkers (Buyer Side does not permit a bid to be published if missing mandatory bid detail information and on the Supplier Side the platform does not permit a supplier to submit a bid if missing mandatory information.
- our Platform simplifies and mirrors the paper bidding process that Suppliers appreciate, and it makes it easier for Supplier to submit responsive bids.
- Our easy-to-use Online forms (Pricing, Questionnaires, etc.)

GHD Project team understands the importance of proven Change Management Plan that a move to eProcurement and new processes that may impact the County and your Supplier Community. We are confident that, if we are successful in the future procurement process, that together we will achieve a more efficient and effective method to automate the entire procurement process based on Public Procurement and eProcurement best practices.

We will facilitate a positive change for both the County and your Supplier community, by benefiting from the advanced features offered by bids&tenders Digital Procurement Platform.

### a. Project Team:

Our proposed project team are former procurement officials who are considered as the "Pioneers of Electronic Bidding" by industry experts, as they were the staff team, for one of the first North American cities to launch electronic bidding and receive digital surety bonds in 2014. Our former Public Procurement officials fully relate to and understand the challenges with the County's current procurement processes, and we confirm that together with bids&tenders we will exceed the County's requirements for their eProcurement Solution.

### b. References:

#### Reference # 1:

Sourcewell, Minnesota

In 2019, Sourcewell selected bids&tenders after through a competitive solicitation.

**“Now our team is much more agile in running procurements, evaluating bids, and awarding contracts to the point where the time and cost savings are better than we imagined. But the most welcome surprise is the time we can now spend on value-added tasks that enable our agency to innovate in other ways.”**

Chris Robinson, Procurement Manager at Sourcewell

## Reference # 2:

County of Placer, California

**“The process of getting the eProcurement system up and running was surprisingly painless. The bids&tenders team worked with us to transition staff onto the platform, customize and upload templates, and even create a branded submission portal for vendors”**

Brett Wood, Purchasing Manager, Placer County

### c. Our eProcurement essentials package

bids&tenders is committed to helping organizations manage their procurement processes, from end to end, entirely online.

This package includes the County having their own bids&tenders Portal which can be placed on the County's Procurement website.

Example: City of Boynton Beach, Florida bids&tenders Portal:

Welcome to the City of Boynton Beach Current Solicitation Website [Bids Homepage](#) [Find more bids](#) [Create Account](#) [Login](#)

This site allows potential bidders to create a Bidding System Vendor account. Bidders select commodity codes for goods and services and the Bidding System will notify the Vendor by email of bid opportunities matching their commodity code selection.

Public bid opportunities are posted on this website.

Bidders are solely responsible for ensuring their Vendor account information is kept current.

For instructions on how to use bids&tenders, please go to the [Vendor Support Portal](#).

**Important Dates**

- Bid documents posted before Jan 2020 will continue to be posted [here](#)
- Bid documents posted on or after Jan 2020 will be posted online here at [bids&tenders](#) and will be submitted electronically online.

**Purchasing Support:**  
If you have questions about a specific bid opportunity please direct your inquiry to the contact person listed in the bid document.

**Technical Support:**  
If you encounter technical issues, please contact [support@bidsandtenders.net](mailto:support@bidsandtenders.net) or at 1-800-594-4768.

The following is a list of our current solicitations.

Please refer to the Status column in the list to determine if the bid is open, closed or awarded.

[Login](#) [Create Account](#)

Bid Name	Bid Status	Bid Closing Date	Days Left
UT123-007 - Town of Hypoluxo Septic to Sewer - Progressive Design Build - Grant Funded	Open	Wed Feb 8, 2023 3:30:00 PM (EST)	9
<a href="#">Register for this Bid</a> <a href="#">Submit a Question</a> <a href="#">Bid Details</a>   <a href="#">Download Documents (2)</a>   <a href="#">Plan Takers (15)</a>			
PWE23-010 - Re-Bid Boynton Beach Boulevard Extension Site Improvements	Open	Fri Feb 10, 2023 2:00:00 PM (EST)	11
<a href="#">Register for this Bid</a> <a href="#">Submit a Question</a> <a href="#">Bid Details</a>   <a href="#">Download Documents (3)</a>   <a href="#">Addenda (1)</a>   <a href="#">Plan Takers (13)</a>			

Page 1 of 1 Limit Results: 25 Showing 1 - 2 of 2 items

Our eProcurement essentials package is a fully functional cloud-based eProcurement platform that includes the following modules:

## i. Bid Management

Create and post public or invitation-only projects onto your branded procurement portal. These opportunities will also be centralized on our main [supplier opportunity](#) page, and interested suppliers will receive notifications about any new opportunities in their field.

- Configure your projects from templates or from scratch
- Manage your procurement team members, project meetings, supplier notifications, questions, addenda and more
- Post unofficial results online, instantly!

The screenshot displays the 'bids&tenders' dashboard for a user named Jeff, Buyer. The dashboard is organized into several sections:

- Header:** Includes the 'bids&tenders' logo, navigation links for Dashboard, Projects, Vendors, and Reports, and a user profile for Jeff.
- Key Metrics:** Five summary cards showing: My Open Bids (12), Total Projects (25), Value of Open Bids (\$345,342), Total Value of My Bids (\$1,245,342), and Questions Submitted (24). A note indicates 24 Unanswered Questions from 4 Projects.
- What's Happening:** A calendar for October 2017 with a legend for Bid Published (blue), Bid Closing (red), Site Meeting (green), and Question Deadline (yellow). Key events include Bid Closing on Oct 10, Site Meeting on Oct 10, and Question Deadline on Oct 10.
- My Task:** A list of tasks with titles like 'Subject Goes Here' and details such as 'Created by Christine Wood' and 'Fri May 28, 9:54 AM'.
- Comments:** A list of comments with placeholder text like 'Lorem ipsum dolor sit amet, consectetur adipiscing elit...' and timestamps.

## ii. Online Submissions

Electronically receive submissions securely in one central and auditable online platform on time – no more late bids! The **bids&tenders** compliance checker ensures only compliant bids are submitted for review, so no time is wasted reviewing and rejecting non-compliant submissions.

Within seconds of the bid closing, your bid analysis report is ready. This report combines every submission's data into one standardized spreadsheet, even doing calculations for you to determine which bidder(s) offers the best value.

Award projects, in whole or in parts, and store associated documentation within the platform. Send out award notices, rejection letters and post your award results online!

The screenshot shows an Excel spreadsheet titled 'Sample Bids Analysis' with columns for Company 1 through Company 6 and rows for various bid items. The data is summarized in the following table:

	Company 1 Submission 1	Company 2 Submission 1	Company 3 Submission 1	Company 4 Submission 1	Company 5 Submission 1	Company 6 Submission 1
<b>Schedule</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>	<b>Total</b>
Part A - Excavation and Grading	\$ 100,730.30	\$ 128,546.64	\$ 103,658.00	\$ 129,547.30	\$ 127,680.05	\$ 138,482.00
Part B - Hardscape	\$ 146,396.15	\$ 119,569.78	\$ 129,094.00	\$ 124,154.40	\$ 110,150.70	\$ 144,868.00
Part C - Top Soil, Sod and Terrazeeding	\$ 9,570.20	\$ 9,002.44	\$ 13,632.00	\$ 22,765.60	\$ 25,151.20	\$ 17,614.00
Part D - Landscape Elements	\$ 113,279.12	\$ 125,431.11	\$ 112,500.00	\$ 108,356.20	\$ 122,669.60	\$ 123,288.00
Part E - Plants	\$ 24,853.40	\$ 23,835.63	\$ 26,389.00	\$ 26,531.00	\$ 38,126.40	\$ 30,026.00
Part F - Electrical	\$ 135,889.93	\$ 127,453.25	\$ 143,580.00	\$ 123,425.00	\$ 129,317.25	\$ 127,644.00
Part G - Miscellaneous	\$ 9,900.00	\$ 18,976.02	\$ 15,550.00	\$ 11,497.00	\$ 17,805.00	\$ 14,300.00
Part H - Provisional Items	\$ 62,204.40	\$ 59,483.82	\$ 82,724.00	\$ 84,497.15	\$ 85,581.65	\$ 65,560.00
Part I - Trail on Easement - Provisional Items	\$ 41,669.15	\$ 48,957.48	\$ 35,996.00	\$ 36,546.90	\$ 37,870.40	\$ 45,341.00
References	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
Subcontractors	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total	Not included in total
<b>Subtotal Contract Amount:</b>	<b>\$ 644,492.65</b>	<b>\$ 661,256.17</b>	<b>\$ 663,123.00</b>	<b>\$ 667,320.55</b>	<b>\$ 694,352.25</b>	<b>\$ 707,123.00</b>

### iii. Evaluations

- Set up evaluation template(s) and provide access to online evaluations for your reviewers
- The evaluation process is fully automated from start to finish
- Each evaluator receives their own dashboard for managing evaluation projects
- For each evaluation, evaluators can disclose a conflict of interest, acknowledge evaluator instructions, complete evaluations, and submit scoring electronically

The screenshot shows the 'Evaluations' page in the bids&tenders eContracts Module. It displays a table of evaluators and their progress on various stages of an evaluation.

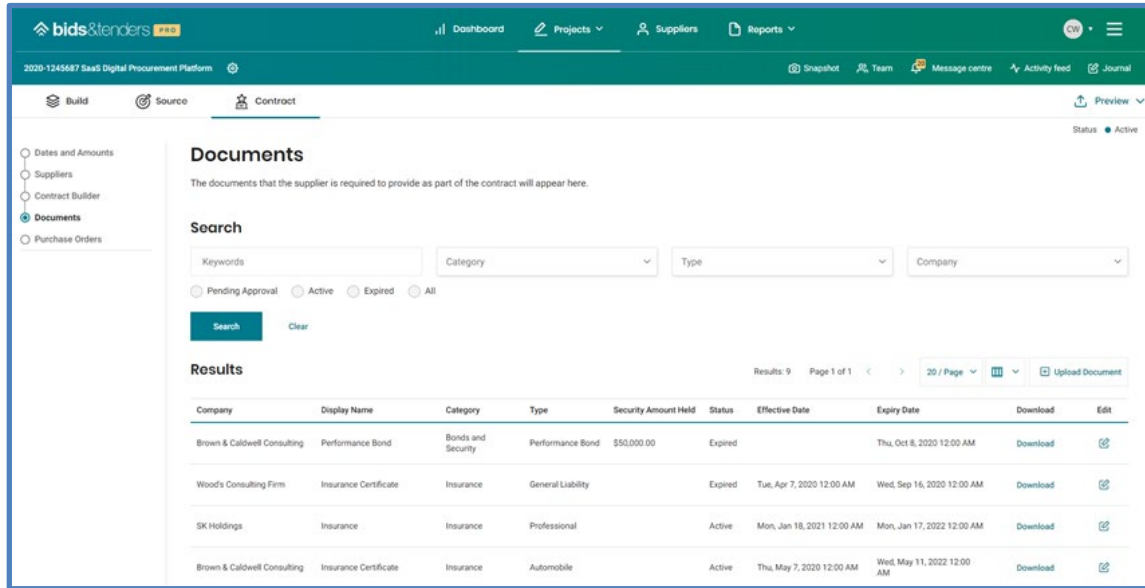
Name	Stage	Progress	Last Updated
Douglas Faulkner	Compliance	0%	N/A
Laura Case	Proposal	0%	N/A
Doug Faulkner	Proposal	0%	N/A

### iv. Contract Management

**bids&tenders** eContracts Module will reduce risk to your Agency by managing all contract documentation and ensuring this documentation is current and valid, such as Insurance, Workplace Safety, etc. The bids&tenders platform will track contract term, option years, warranty periods, firm pricing periods, certificate expiration dates. The system will automatically notify the Supplier in advance of an expiring certificate and provide a link in the email for the Supplier to upload the new certificate for approval by the Purchasing Officer. Automatic emailing eliminates an administrative burden, but also ensures the notification process is timely and transparent.

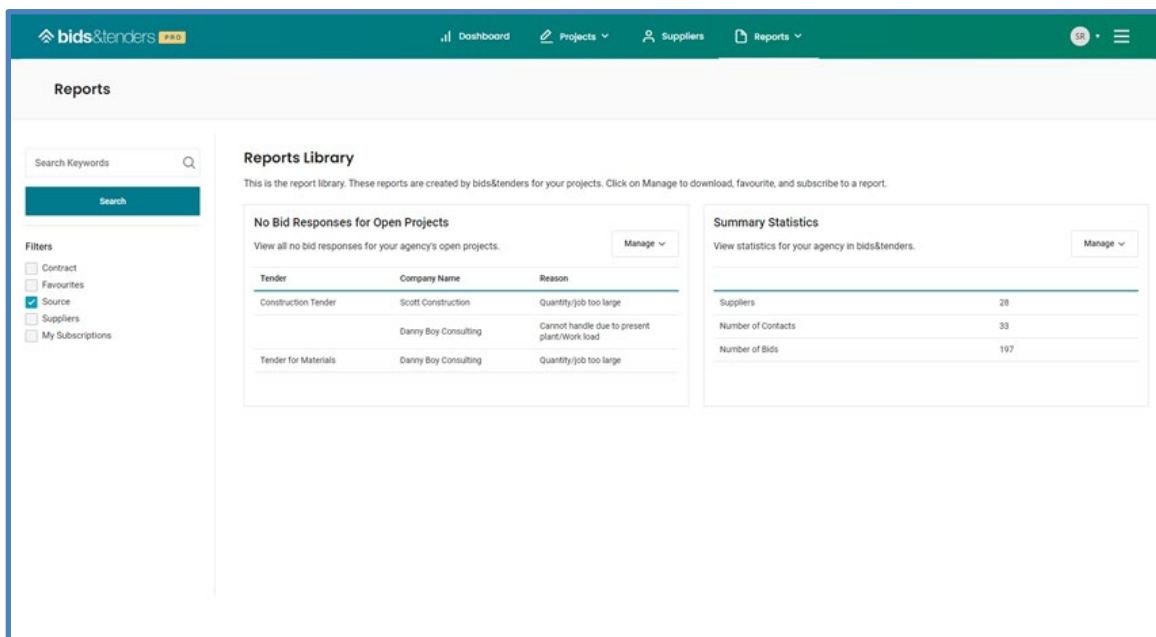
Agencies using contract management can:

- Import existing contracts into **bids&tenders**
- Execute your contracts/agreements electronically online
- Upload relevant documents, including Duly Executed Agreements, Purchase Orders, change orders, insurance certificates and more
- Create contracts from scratch, a template, or copy an existing project
- Create contracts from a **bids&tenders** sourcing event (e.g., a successful RFP)
- Suppliers can manage their expired documentation completely online through the contract portal.



## v. Reporting & Dashboard

- Easily track and manage project status, project budget, no-bid responses, supplier questions, summary statistics, upcoming tasks and more
- Build custom reports or use the Report Library of existing reports
- Build custom dashboard views specific to an individual's responsibilities
- View the supplier database online, including Certified Diverse Suppliers and Emergency Suppliers
- View or download reporting on the history of suppliers associated to your organization





## vi. **bids&tenders Options:**

The following options are available with bids&tenders:

- **Award Approval Workflow**

For a limited time, bids&tenders customers can trial the full experience of the Award Approval module for free and discover these benefits:

- Save time by routing your award approval through bids&tenders
- No need to worry about lost or misplaced reports on approvers desks!
- Use the system generated award summary report to get your approval started right away!

- **Contract Builder & eSignatures (DocuSign)**

Contract Builder & eSignatures allows organizations to build contracts within the system and authorize them with digital signatures.

Organizations using eSignatures can:

- Upload existing contract documents (Word, PDF, Excel. etc.)
- Assign a signature workflow for digital signatures
- Automated notifications delivered to recipients on signing status
- Reminder emails can be sent to workflow recipients
- Customizable options to add to documents, like drop down fields, check boxes, initials, date/time stamps, etc.

- **Supplier Performance Management**

The Supplier Performance module helps you manage the performance of contracted suppliers and understand how well they are performing. Organizations using Supplier Performance can:

- Create and design templated supplier evaluation forms
- Circulate evaluations through an automated workflow
- Calculate a score
- Choose whether to provide that feedback to suppliers
- Flag suppliers with a status, such as banned, suspended, or in litigation

- **Open Data Feed**

Many public sector organizations have a commitment to providing open and transparent access to data across their departments, particularly given federal, state/provincial, and municipal legislation granting citizens access to information.

The **bids&tenders** Open Data Feed provides organizations with an access point to their open, planned, and closed/awarded projects. Using an API, organizations can pull this data to make it accessible online.

- **Single Sign-On Integration**

Streamline your **bids&tenders** login with single sign-on (SSO) integration. We can integrate with your existing system to mitigate risk and reduce password fatigue for your staff.

### 3. Offering # 2: Govstack CMS

# Goals for Website

## A. Portray a positive image

### 1. Website should be easily accessible from mobile and desktop devices.



GHD employs the latest front-end technologies to build fully responsive websites. Optimized for desktop computers, tablets, and smartphones, our responsive solutions take content from a single source and automatically adjust it to the screen resolution and orientation on which it is being viewed, no matter the device.

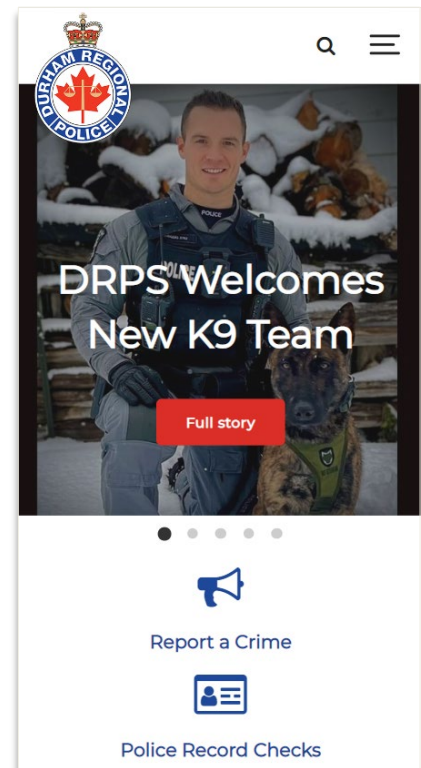
Touch and mouse-friendly, our responsive websites deliver a seamless, cross-platform experience, improving usability and accessibility for users on any device.

Our sites are tested on modern desktop and mobile browsers.

### 2. Simplified search functions with key navigation buttons visible from home page on mobile devices.

Users can access simplified search functions, menu navigation, and calls to action buttons when viewing the homepage on a mobile device.

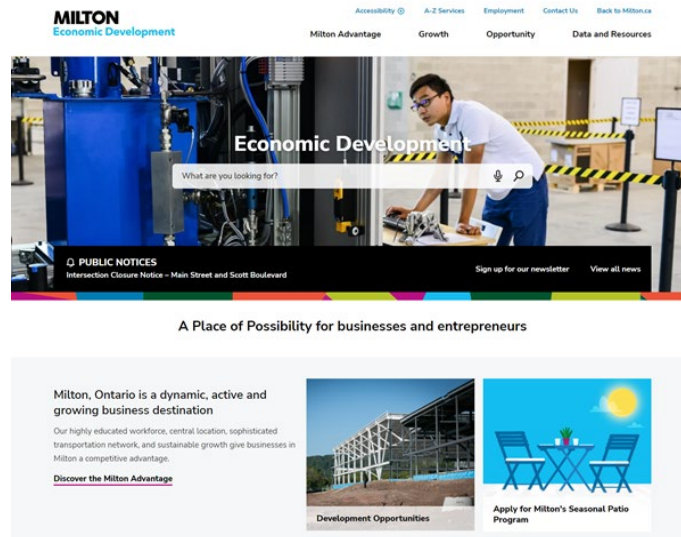
Here is a mobile view of the Durham Regional Police Service homepage:



### 3. Subsites offering unique branding and navigation.

Using the Govstack CMS, your Agency can create individual sections aligned with the overall look and feel of the main site but reflective of the targeted messaging for specific areas of the website. These sections can create a separate “home-page” that pulls news items and calendar events and features unique calls-to-actions and banner images. Features include:

- Lives within the main website and will have its branding and navigation
- Templates are re-usable throughout the website, giving you the ability to create additional unique sections in the future
- Shares all modules with the main site



### 4. Creation of customized "subsites" for Grapevine Animal Services and Grapevine Community Outreach Center that are thematically linked yet distinct from Grapevine Police.

The Department could use our Site Builder tool to create custom layouts for Grapevine Animal Services and Grapevine Community Outreach Centre. Using the CMS, you could make one theme page and then create a template that can be used for each of the "subsites."

#### Site Builder

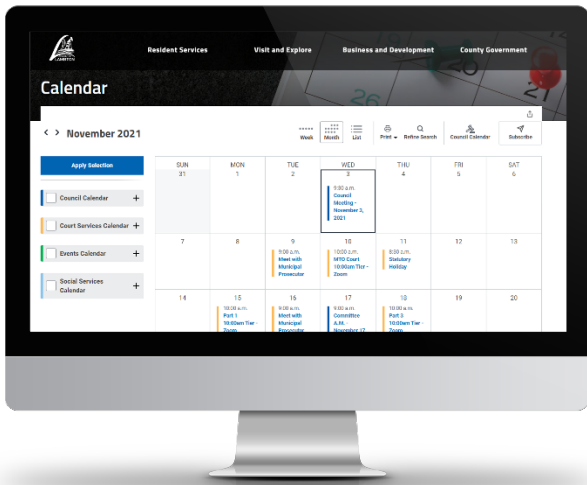
Site Builder allows you to include feature-rich content on your templates using modular components that can be dragged and dropped into the desired layout. Those components could include banners, videos, galleries, news and event feeds, links, maps (with directions), and hours. This would also be supported if your current room booking software allows available rooms to be embedded into a page.

#### Key Features:

- Create multiple rows with options to create Single and multi-column layouts for each row
- Add image boxes with a call-to-action text area
- Drag and drop rows and columns to easily rearrange your page layout
- Completed pages are fully responsive
- Completed templates meet WCAG Level 2.0 Level AA regulations for accessibility

As an option, we can also create a unique and reusable landing page.

## 5. Event Management – upload, create, manage event postings with an interactive calendar and ticketing option.



GHD provides a built-in calendar tool, allowing the staff to provide announcements, meeting dates, and special events. The calendar gives you the power to manage and post events across multiple calendars, easily map fields by importing directly from Excel and create custom fields and permissions while also intuitively promoting user engagement through event update subscriptions, automated emails, and the event submission and approval feature.

Event planning and publishing across every location and department provide the ultimate experience in collaboration and simplify your calendar.

### Event Listings

Hover over calendar items or click on an event for details. Typical event listings include title, host, details, contact, location, address, email, website, attachments, and images and links to Facebook, Twitter, Instagram, and YouTube.

### Event Registration

The ability to allow for program or event registration is built into our calendar tool.

### Responsive Design

The calendar has a user-friendly, responsive design that dynamically adjusts to fit desktop, tablet, and mobile devices.

### Email Subscriptions

Users can subscribe to individual events or a full calendar to receive weekly email updates. This email subscription service complies with anti-spam legislation.

### Event Search

A customizable event search allows users to filter by date range, category, location, and keyword. You can also have featured events on the event calendar page until the event is completed.

### Featured Events

Highlight featured events by keeping them at the top of the list. The Calendar allows you to schedule a featured event over a set time, eliminating the need for multiple updates.

### Printer-Friendly View

A custom week and month print views can be generated based on search criteria, allowing users to create PDFs and easily print upcoming events.

### User-Submitted Events

Specific calendars can be set up to allow public users to submit and manage events through a free account. Users can:

- Establish recurrence patterns and specify exceptions,
- Copy past events and resubmit for an upcoming occurrence, and
- Set up an automated reminder for event resubmission.

Public events must be approved before posting. The calendar administrator receives a notification to approve or decline the posting via email and has the option to:

- Edit the automated response before sending it, and
- Notify subscribers about the event immediately or in a weekly update email.

### Mapping and Sharing

All events are mapped using Google Maps and can be shared through Facebook, Twitter, LinkedIn, and other social media platforms. The calendar module can also integrate your current mapping services, like an ESRI mapping environment (optional add-on).

### API Access

The calendar tool is designed with an open API so you can query the backend data and integrate it with other existing applications, including mobile applications.

Example: <https://calendar.portmoody.ca/default/Month#/>

## 6. Provide a responsive design website compatible with popular devices and browsers, specifically: Browsers that operate on iOS, Android, Windows and MacOS X devices; Content managers using Google Chrome and Firefox on Android, Windows or MacOS X; Microsoft Edge on Windows; and Safari on iOS or MacOS X

GHD strives to provide a quality visitor experience for your visitors. We test with modern and supported browsers, devices, and operating systems for the public-facing side of websites and online applications.

The following represents a current list of supported browsers:

### Microsoft Windows:

- Microsoft Edge (latest at go live)
- Firefox (latest at go live)
- Google Chrome (latest at go live)

### Apple OS X:

- Safari (latest at go live)
- Google Chrome (latest at go live)
- Firefox (latest at go live)
- Microsoft Edge (latest at go live)

### Mobile Devices:

- Google Chrome for Android (latest at go live)
- Firefox for Android (latest at go live)
- Safari for iOS (latest at go live)

GHD designs our sites for all supported browsers; we also prepare for the site to degrade gracefully for older browsers that may no longer be supported.

## B. Offer a satisfying user experience with needed resources easily found

### 1. Frequently Asked Questions – Dynamically generated content.

The CMS includes an accordion function that can categorize and add FAQs to page content. The Department could add an unlimited number of FAQs to a page.

Example - Durham Regional Police Service [www.drps.ca/online-services/police-records/police-record-checks/faqs/](http://www.drps.ca/online-services/police-records/police-record-checks/faqs/)

The screenshot shows the Durham Regional Police Service website's FAQ page. The page features a dark blue header with the Durham Regional Police logo on the left and navigation links (Online Services, Community Safety and Support, Newsroom, Join DRPS, About Us) on the right. The main content area is white and contains the following information:

- FAQs**  
Frequently Asked Questions
- Please note:**  
You cannot apply in person for a Police Record Check. It MUST be done online.
- The Region of Durham has opened the Rosland/Garden Headquarters to the public on the lower levels only. The public is NOT able to access the upper floors, including the 3rd floor DRPS Records Counter.
- Current turn-around time: **3 weeks** plus mailing

Below this information is an accordion-style list of frequently asked questions:

- My employer requested a criminal record check and a vulnerable sector check, or a criminal record check with a vulnerable sector check. Do I have to apply for both?
- I need a local record check, is that the same as a police record check?
- What if I apply for the wrong police record check?
- How much do police record checks cost?
- What identification is required to apply for a police record check?
- Is my police record check for service with the vulnerable sector transferable from one organization to another?
- How long is a police record check valid? Is there an expiry?
- How long will it take to receive my police record check?

On the right side of the page, there is a contact information box for Durham Regional Police Service:

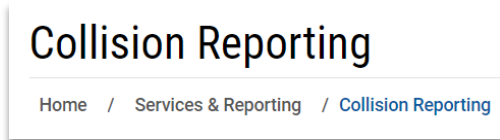
- Durham Regional Police Service
- 605 Rosland Rd. E., Box 911, Whitby, ON L1N 0B9
- Phone: 905-779-1520
- Toll Free: 1-888-579-1520
- [Send an Email](#)

A note below the contact information states: NOTE: Regional HQ in Whitby is not open to the public.

## 2. Sitemap & Breadcrumbs – Dynamically generated content.

Govstack will automatically create a sitemap and will update the sitemap dynamically when a page is added or deleted within the site.

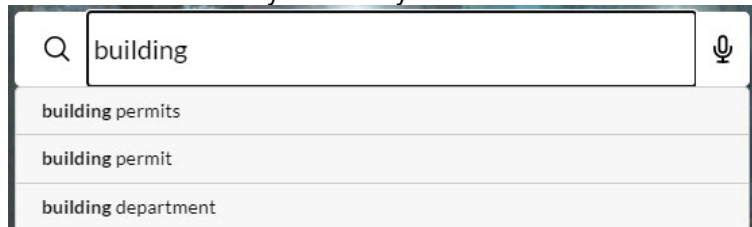
The CMS automatically creates breadcrumb navigation based on the menu structure. As new menu items are added, the breadcrumb navigation on each page will be dynamically updated.



The breadcrumb will indicate to the visitor where they are in the site hierarchy and will also provide a way to navigate back in that section to previous pages.

## 3. Excellent in-site search functionality.

GHD understands that a robust search engine is needed to get people to the relevant information quickly and efficiently. Our final site design will include the search function in a prominent location. We work with your team in the project's design phase to fully define that location based on your site layout and needs.



The search functionality incorporates the search solution into the page and includes predictive search (results complete as you type).

## 4. Effective search engine optimization resources.

GHD designs our sites with SEO best practices in mind. We structure the page templates using CSS to keep the HTML clean and straightforward, allowing search crawlers to parse the site quickly and easily. SEO needs to have a plan and be reported on, and have content changed quarterly.

Govstack's metadata module allows content authors and editors to input metadata, which includes essential keywords for Search Engine Optimization and other more advanced fields. This module is enhanced to enable specific metadata set for each webpage rather than having a single set of metadata for the entire website. This ensures that each page has an improved ranking for Search Engine Optimization and can be easily found by searches. The module is XML based.

## 5. ADA Compliant.

GHD designs our solution to support the principles, guidelines, and success criteria outlined in the WCAG 2.0 Level A and AA accessibility guidelines. We use the WCAG 2.0 Sufficient and Advisory techniques as the basis for our websites and products. We regularly review the latest best practices in the industry, such as the newer WCAG 2.1 guidelines and updates to ARIA specifications and update our development standards accordingly. We strive to provide web solutions accessible to users of all abilities, considering the end-user impact beyond legislation.

Led by our International Association of Accessibility Professionals (IAAP) certified Web Accessibility Specialists team, we manually test our websites and products using assistive technology. Our developers and quality assurance specialists are trained in testing with JAWS, Apple VoiceOver, and NVDA, the three most used screen readers. GHD performs semi-annual accessibility audits on all our products to ensure that we meet WCAG standards and best practices.

These audits involve:

- Screen reader testing
- Keyboard testing

- Review of ARIA best practices
- Semantic HTML structure and more

Throughout the process, we will ensure that each element of the site is compliant. This includes testing for:

- Proper use of headings
- Tagging all required page elements (links, images, tables, etc.)
- Compliant font types and sizes
- Compliant color contrast

Our thorough testing processes allow us to identify and address accessibility barriers quickly and effectively. During the development of your website, our team will perform a full site audit to identify any accessibility issues and provide a final assessment using scanning software and manual review. Any complex accessibility questions or concerns will be brought to our Web Accessibility Coordinator and assessed by our Technical Accessibility Committee if needed. With over a decade of experience in web accessibility, the GHD team can support your organization in meeting a high standard of accessibility compliance throughout your entire website project and beyond.

## 6. News release format that is ADA accessible.

The Govstack CMS includes the ADA-accessible news tool. The news tool features Anti-Spam compliant e-mail notifications to subscribers and social media integration to maximize the reach of your news articles across all channels, including Facebook, Twitter, and LinkedIn.

### Citizen Facing Features

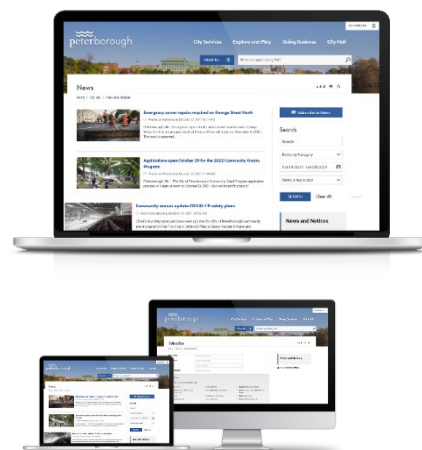
- Post news articles, images, and alerts
- Citizens can register for updates and alerts
- Citizens can search by keyword or filter by date, tags, and categories
- Blog Page

### Administration Features

- Post to different categories
- Post links, articles, and images
- Configure permissions to control who can create, view, edit and delete news postings
- Choose to push articles directly to social media channels
- Manage subscribers
- Email notification template management

You can see example News Modules at the links below or click back to their homepages to see the news feed on the homepages:

- <https://www.akwesasnepolice.ca/news-and-updates/>
- <https://www.wrps.on.ca/Modules/news/en>
- <https://www.cariboord.ca/Modules/News/en>
- <https://www.kitchener.ca/Modules/News/en>
- <https://www.portmoodylibrary.ca/Modules/News/en>



## 7. Includes translation button for multiple languages and optional pages in Spanish.

Google now builds translate functionality directly into the Chrome browser. Other major browsers, including Edge and Safari, also include a direct translation option in the browser. We can confirm that our solution will be optimized to support each of these browsers. If required, we can also integrate Google Translate. Govstack supports the ability for your Agency to create pages in Spanish.

## **8. Includes options for visually impaired.**

GHD will ensure that the site is accessible to those with visual impairments. This includes testing for:

- Proper use of headings
- Tagging all required page elements (links, images, tables, etc.)
- Compliant font types and sizes
- Compliant color contrast

This ensures that screen readers can easily navigate the site.

## **9. Ability to create special sections without standard templating - allows us to create special web-based reports or event-specific pages.**

Using the proposed CMS, your team can easily update virtually every area of the new website. This includes text, images, banners, buttons, navigation, and social media. This functionality is built with the user in mind and is intuitive and easy to use, allowing your team to make content updates without needing to reach back out to our team.

The Site Builder tool allows you to include more feature-rich content to showcase or highlight important information on your interior web pages. Modular components can be dragged and dropped into the desired layout.

<https://www.medicinehat.ca/en/parks-recreation-and-culture/arts-and-culture.aspx>

### **Key Features:**

- Create multiple rows with options to create Single and multi-column layouts for each row
- Add image boxes with a call-to-action text area
- Drag and drop rows and columns to easily rearrange your page layout
- Completed pages are fully responsive
- Completed templates meet WCAG Level 2.0 Level AA regulations for accessibility

## **C. Facilitate interactivity between the Agency and those it serves**

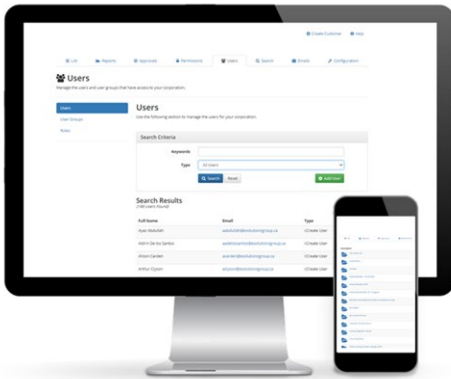
### **1. Online Forms – must be able to connect with Laserfiche and other law enforcement online reporting functions. Allow content editors to easily-without admin/development staff involvement Create and Insert.**

Using the proposed CMS, your Agency can create an archive center and integrate your Laserfiche feed in one of two ways.

- iFrame - Using the embed code provided by Laserfiche, the Agency can embed the Laserfiche directly into any content page within the site. These include the homepage and any interior page. The styling of the content will be consistent with the styling provided by Laserfiche.
- Link - The CMS will allow Agency staff to link directly to the content on the Laserfiche site.



As an option, GHD can offer our Form Builder product. Form Builder is a fast, easy, and accessible way to move your forms online. Form Builder provides an entirely new level of online customer service. Accessible and easily integrated into your website, building user-friendly forms has never been so simple. Built-in eCommerce capabilities also allow you to create customized online payment forms that will enable your users to complete transactions online and save your team time and effort.



### Why Form Builder?

- Save admin time - Manage and review submissions, send automated emails, and process workflows automatically to save you time reviewing submissions.
- Ensure accessibility - Form Builder ensures that your forms are accessible to **WCAG 2.0 Level AA compliance** to ensure that everyone can complete your forms online.
- Secure your data - Ensure your data and payments are collected securely. With Form Builder, all your data is sent encrypted, secured, and PCI Compliant.

### Features

- Variety of question types - Create forms with the question type of your choice, from text fields and checkboxes to date selection and file uploader.
  - Build question logic - Build smart forms that will provide the necessary questions based on user selections.
  - eCommerce - Form Builder allows you to collect payments for various services.
  - Customizable emails - Create email notifications to respond to form submissions automatically.
  - Custom workflows - Create workflows to handle complex forms that require approvals before completion.
  - Branded pages - Have your forms fit seamlessly into your website's look and feel.
  - Mapping integration - Ability to integrate ESRI and Google Maps for pinpoint location selection.
- 
- Review and audit submissions - Review responses individually or export all responses from the form for reporting purposes.
  - Responsive design - Your forms will work perfectly on mobile and desktop.

Some examples of live customer forms can be found here:

- Report a Problem: <https://forms.thunderbay.ca/Report-a-Problem>
- Property Tax: <https://forms.ajax.ca/Payments/Property-Tax>
- Donation: <https://webforms.brant.ca/Finance/Donations>
- Business License Application: <https://forms.medicinehat.ca/Business/Business-License>
- Dog License: <https://forms.haltonhills.ca/eServices/Dog-Licence>
- Special Event Application: <https://forms.haltonhills.ca/Recreation-and-Parks/Special-Event-Application>
- Volunteer Application: <https://forms.haltonhills.ca/Recreation-and-Parks/Volunteer-Application>
- Committee Application: <https://forms.medicinehat.ca/Community-Development/Committees-Commissions-and-Boards-Application>
- Submit a Job Application: <https://forms.haltonhills.ca/HR/Submit-a-Job-Application>
- Meeting With Mayor Request: <https://forms.medicinehat.ca/Mayors-office/Request-a-meeting-with-the-Mayor>
- Noise Complaint: <https://forms.peterborough.ca/Airport/Noise-complaint-form>
- Event Feedback Form: <https://webforms.burlington.ca/Parks-and-Recreation/Event-Feedback-Form>

## 2. Website security.



The solution is hosted in the Microsoft Azure cloud infrastructure. The primary and secondary server locations used in the solution are in the USA.

GHD's hosting solution includes 99.95% uptime guaranteed; this well exceeds the industry standard of 99.9%. Azure offers full backup power conditioning, data backups, security, 24/7/365 monitoring, and fiber-based connectivity. eCommerce payments are handled by our PCI 3.0 compliant payment gateway with no storage of credit card numbers.

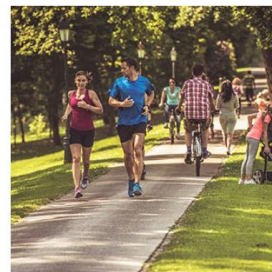
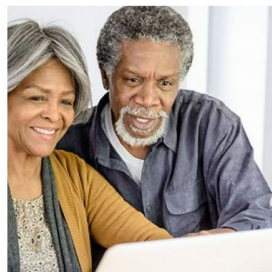
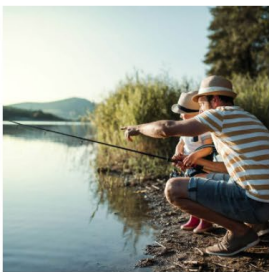
GHD understands that to realize the benefits of the cloud, you must be able to trust the cloud. Microsoft has been leading the industry in establishing clear security and privacy requirements and then consistently meeting these requirements. Azure meets a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1, and SOC 2, and country-specific standards. GHD maintains a comprehensive information security program. The program includes documented security procedures and guidelines, a security awareness program, and a continuous vulnerability management program.

## 3. Printable Pages - Print-friendly function.

Each page within the site will include the ability to create a printer-friendly version of the page. On each page will be a print icon that, when clicked, will open a print prompt to create a printer-friendly version that includes only essential elements of the page.

## 4. Photo albums with option for public downloads.

Govstack CMS includes the ability to create photo galleries that will support both images and video. You can have one or more photo gallery albums, which may be inserted into a dedicated album page.



## **5. Video and animations.**

With Govstack, video can easily be embedded from third-party streaming services such as YouTube and Vimeo. Multimedia content such as images, videos, documents, and other media files can be uploaded and used on one or more content pages. Resources can be uploaded for a specific section of the site for use in that area only or uploaded to a common area so content editors across different sections of the site can share resources.

## **D. Ability to integrate with currently-used applications**

### **1. Easy to integrate third-party products such as social media widgets, etc.**

The Govstack CMS can include 3rd party content into a page through embed code or an iFrame. This includes code from 3rd party providers such as Google Maps, YouTube, Facebook, Twitter, or any other service that supports embedding their content into the site.

The content can be added using the embed tool built into the CMS or manually added to the site using the HTML code view.

### **2. Ability to integrate with business systems via API or alternate means (please specify what your product supports).**

Through our work with hundreds of clients, GHD has extensive experience working with numerous third-party applications. As part of the technical discovery phase we will work with your team to define the objectives and requirements of any potential integrations and fully scope out the options and our proposed solution.

The Agency can integrate with your existing applications

Our approach to integrating with a 3rd party application includes the following:

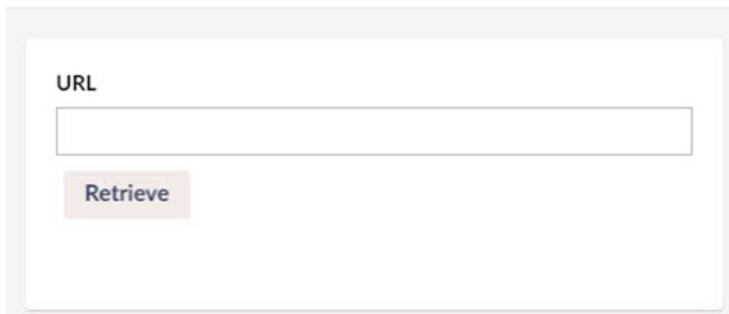
- Defining with your team the business objectives of the integration
- Reviewing the options for integrating with the 3rd party application, including API and web service documentation
- Presenting to your team options and our proposed solution
- Implementation

Our Form Builder tool has an API the Agency can use to integrate. GHD can provide access to the API along with documentation and training if the Agency would like to complete the integration. We have not provided integration costs in our pricing section. Once the requirements have been fully defined, we can deliver the cost and a timeline/schedule.

### 3. Social Media Interface - allow easy share of feeds.

The Govstack CMS allows for embedding social media feeds into a page. This includes adding the embed code for Twitter, Facebook, YouTube, or other social media feeds that support page embedding.

#### Embed



The screenshot shows a simple web form with a light gray border. At the top left, the word 'URL' is displayed in a small, dark font. Below it is a rectangular text input field. Underneath the input field is a button with the word 'Retrieve' written on it in a dark font. The entire form is set against a white background.

The news tool built into Govstack includes the Share tool, allowing users to share the page over their social media accounts and have the option to email the page to a friend.

Social media platforms to share include Facebook, Twitter, and LinkedIn.

### 4. Portal function for additional resource access.

#### Secure Pages Module

The Secure Pages module allows you to control access to areas of your website meant for specific audiences viewing either confidential information or other content not meant for your general audience or the public. Add individuals to your list of users allowed to access the secure area of your website through the Manage Access function.

Inform these users of the username and password they have been assigned. Users will be prompted to log in when attempting to access a secured area of your website.

With the Secure Page module, you will have the ability to:

- Set up secure areas of the website quickly and easily in the back-end of your CMS by selecting individual files or folders representing pages and sections of your website
- Manage user accounts that will have access to these secure areas
- Manage user permissions to secure areas of your website
- Link off to third-party applications (i.e., Roll Kall)

All administrative functionality and logins are behind 2048-bit SSL encryption.

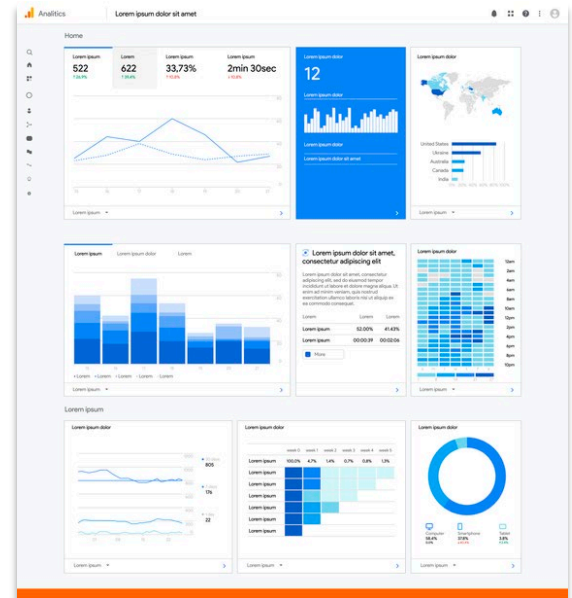
## E. Easy to manage CMS with robust tracking, reporting, and governance tools

### 1. Management reporting capabilities to identify website analytics, broken links, etc.

Google Analytics will be utilized to analyze the website traffic. Google Analytics is an intuitive tool that analyzes traffic and provides accurate and easy-to-understand reports on your visitors – where they come from, how they use your site, what converts them into customers, and much more, including:

- Traffic sources
- Bounce rate
- Conversion rate
- Landing pages
- Exit pages
- Content accessed
- Time on site
- Mobile traffic

Google Analytics code will be added to each site page to ensure that each page is tracked. As an option, we can add Google Tag Manager.

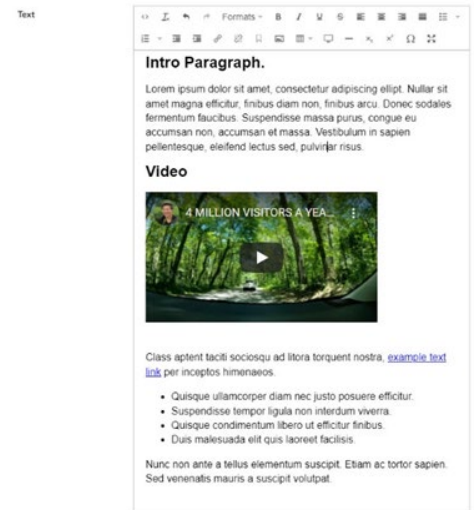


### 2. Easy-to-use editor/modules for content managers.

The CMS features an easy-to-use WYSIWYG editor to allow authorized administrators to make edits to each content area of the site efficiently and offers the following editing options:

- Standard formatting functionality, including font formats (bold, italic, etc.), bullets lists, indent, and tables
- Spell check, find and replace, cut/copy/paste
- Ability to embed social media, including YouTube and Twitter
- Ability to embed 3rd party code (i.e., Google Maps)
- Ability to add news feeds and event feeds
- Predetermined styles to ensure the site and brand consistency
- Ability to add links, including button styles
- Shared Content module to share like content across multiple pages
- Accordion module to create folding content to save space and reduce scrolling
- Layout Builder module to create more feature-rich, columned responsive content

During the design phase, we will design any pre-defined styles in the editor for page contributors to use.



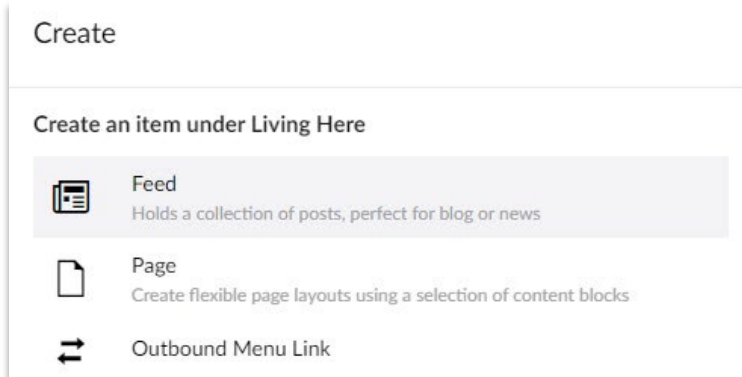
### 3. Easy to configure approval workflow.

The Govstack CMS features a built-in workflow engine that allows you to define your approval/publishing steps at a page level or by a user or user group. You can create as many approval steps as necessary to ensure the content has gone through the workflow it needs to before it is made public. Notifications are sent off to the appropriate parties at the approval intervals. Automatic notifications can also be sent when a page is published, approved, rejected, or expired. GHD will provide a draft governance guide and review the options for administrating the site. GHD will then train the site administrators separately after completing the governance document. Once it is determined how you would like workflow approved, we set up each module accordingly.

#### 4. Varied template options to allow for flexible use of graphics, widgets, photos with cutline, etc.

GHD can confirm that the solution includes page components that are all fully dynamic. Elements can be inserted at any spot within a page and can also be inserted as a single or multi-column layout. Images can be uploaded into these components at any size and then dynamically adjusted based on the selected layout.

Using the proposed solution, content creators can create an unlimited number of pages and subpages within the site. As part of our process, GHD will create two interior styles, which can be used as a starting point when creating any new pages.

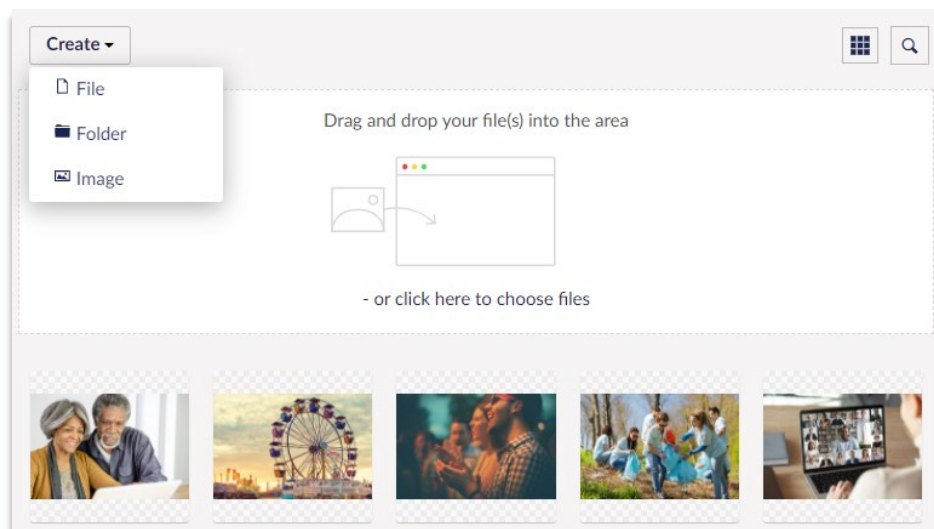


The ability to create new pages can be locked down as needed for specific users only.

#### 5. Easy-to-organize resources modules for images, documents, etc.

The Govstack Media Library brings functionality to help your organization manage, update, and share your organization's files and documents with ease. The Govstack CMS includes a media library that will allow you to organize and manage all your files (documents, images, video, etc.) that can then be shared throughout the website.

The tool allows all your files to be managed in this one central area and then linked to or embedded on any page within the site. Files can be organized through a dynamic folder structure, giving you complete control and the ability to create an unlimited number and level of file folders. Files will be fully searchable and uploaded individually, or multiple files can be uploaded with drag-and-drop functionality.



#### 6. Ability to track content in the workflow process - document when content was submitted/edited and by whom.

The Govstack CMS features a built-in workflow engine that allows you to define your approval/publishing steps at a page level or by a user or user group. You can create as many approval steps as necessary to ensure the content has gone

through the workflow it needs to before it is made public. Notifications are sent off to the appropriate parties at the approval intervals. Automatic notifications can also be sent when a page is published, approved, rejected, or expired. An entire audit trail is available that will outline each action taken through the workflow process and by whom. GHD will provide a draft governance guide and review the options for administrating the site. GHD will then train the site administrators separately after the governance document has been completed. Once it is determined how you would like workflow approved, we set up each module accordingly.

## **7. Visibility into functional errors within all workflow processes.**

Through the page approval process, each approver will be able to review all content in preview mode before sending the page further down the workflow process or publishing the page.

## **8. Ability to track when content was last updated and run reports on that data.**

Confirmed. The proposed Govstack CMS will provide an audit trail of changes made to a content page. This includes time/date, action taken (i.e., save, publish), content type, and author. The CMS also provides the ability to roll back to a previous version of the page.

## **9. Ability to run reports on broken links and fix those links.**

To fulfill this requirement, GHD recommends using our partnership (discounted cost) with Monsido, a tool the Agency can use to scan the site for accessibility, broken links, and content issues.

## **10. Ability to utilize analytics to analyze site usage, demographics, etc. and to identify content that is either of little interest or is difficult to locate.**

Google Analytics will be utilized to analyze the website traffic. Google Analytics is an intuitive tool that analyzes traffic and provides accurate and easy-to-understand reports on your visitors – where they come from, how they use your site, what converts them into customers, and much more, including:

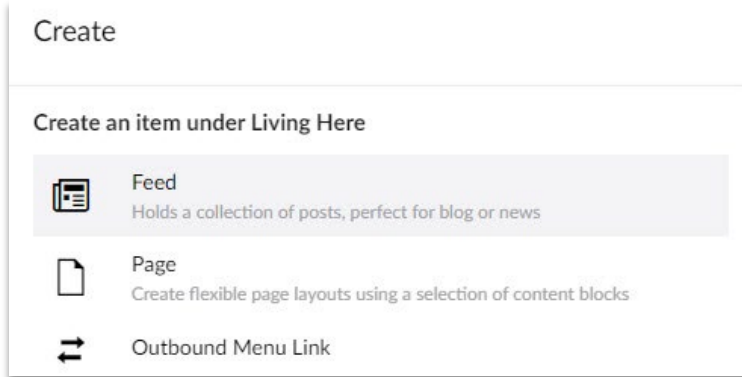
- Traffic sources
- Bounce rate
- Conversion rate
- Landing pages
- Exit pages
- Content accessed
- Time on site
- Mobile traffic

Google Analytics code will be added to each site page to ensure that each page is tracked. As an option, we can add Google Tag Manager.

## **11. Easy-to-use process for creating new pages or reorganizing existing content.**

GHD will create standard templates that will be available for the Agency to use when creating new content pages. Govstack utilizes templates and Cascading Style Sheets (CSS) to maintain a dependable experience across the site through consistent navigation, layout, branding, colors, and font. The CMS includes the option to create new page templates, allowing your Agency to create additional templates for your team to use when adding content.

Using the proposed solution, content creators can create an unlimited number of pages and subpages within the site. As part of our process, GHD will create two interior styles, which can be used as a starting point when creating any new pages.



The ability to create new pages can be locked down as needed for specific users only.

## 12. Efficient, organized administration of user accounts, profiles, and permissions to edit content.

The proposed solution scales from a single editor to large content teams. It includes an advanced yet intuitive user management tool that makes it simple to invite new team members and control what they can do in the system. You decide who should have publishing rights and should be given editing access to certain content parts. It can all be managed through groups of users, making maintenance as simple as possible and saving you from spending time setting up individual permissions every time you get a new team member.

The site administrators will be able to provide users with different levels of security based on section, page, user, or site. Custom workflows can be created that ensure that the proper approver reviews content before being published.

GHD will provide a draft governance guide and review the options for administrating the site. We will then train the site administrators separately after completing the governance document.

User types include:

- Administrator
- Publisher
- Approver
- Editor
- Custom

Each of the above can be set up at the user and group levels.

## F. Provide similar services, features and functionality available on the existing website

### 1. Efficient process for migration of content from old to new site.

GHD highly suggests reviewing and updating the content for the new website. GHD will work with your Agency to optimize and modernize the site map and navigation. This allows your Agency to audit the content to determine what can be kept, what needs to be made accessible before reposting, what needs to be reworked, what needs to be removed, and what needs to be created. Most importantly, this provides an opportunity to update the content with Accessibility WCAG 2.0 AA standards, optimize image sizes (or replace images), fix broken links, and ensure that Search Engine Optimization is front of mind on content creation.



Your team will begin writing content after the sitemap has been approved and you have completed the Writing for the Web training.

### **Writing for the Web Training**

GHD will train your staff on how to write for websites effectively. Training is provided on-demand video or live online, depending on the project's scope. Your team will receive a training manual; examples will be delivered using your new sitemap as a reference point.

The workshop includes:

- **Guidelines for Effective Web Writing** – Our web writing guidelines have been developed through extensive research into the best practices in writing for a website. We will train your writing team on tips to consider when writing content for your new website so that they are writing consistently and in an easy-to-read, easy-to-find format.
- **Website Content Writing Process** – As part of your website redesign process, much of your content may undergo a significant rewrite. Our step-by-step process considers that your web writers may not be experts in the subjects that they have to write about. However, they can still write the content effectively in conjunction with subject matter experts in your organization.
- **Making Your Content SEO Friendly** – GHD will guide you through the process of setting up your web content keeping in mind metadata descriptions, practical structure and layout, styles including heading tags and bullets, and more.

Should your Agency decide they would like GHD to write the new content, a cost can be provided after the new sitemap has been approved and the number of pages created has been determined.

**2. Efficient process for training users with detailed user manuals, that includes specifications for image sizes for specific templates. Also, must include step-by-step manual for users (may be screen shots or video.) Initial training should be conducted on-site with all participants able to work at computers.**

As part of the project scope, GHD will be providing product and user instruction to your team. This instruction is provided on a train-the-trainer and train-the-contributor basis. GHD confirms that this training can be conducted on-site as requested.

The training sessions will be customized to fit your needs to ensure the training structure is relevant to the final solution. This instruction generally includes:

- Introduction to the software and its purposes
- Key features and advantages
- Login and user identity creation
- Managing content and data sets
- Archiving content and data sets
- Setting permissions and time-dependent postings
- Organizing resources
- Troubleshooting common errors
- Managing approvals and rejections

Every solution requires a different set of training requirements; our half-day and single-day training sessions are constructed on a foundational basis, serving to ensure an approachable and in-touch philosophy.

your Agency will have access to our comprehensive Learning and Resource Center, which provides valuable advice and best practices to ensure that the software is used to its full potential for years to come. The Learning Center offers a range of information from basic introductions, accessibility tips, tricks, and terminology to specific instructions for working within GHD's Content Management System presented in various mediums (manuals, FAQ, instructional videos, etc.).

**Topics include:**

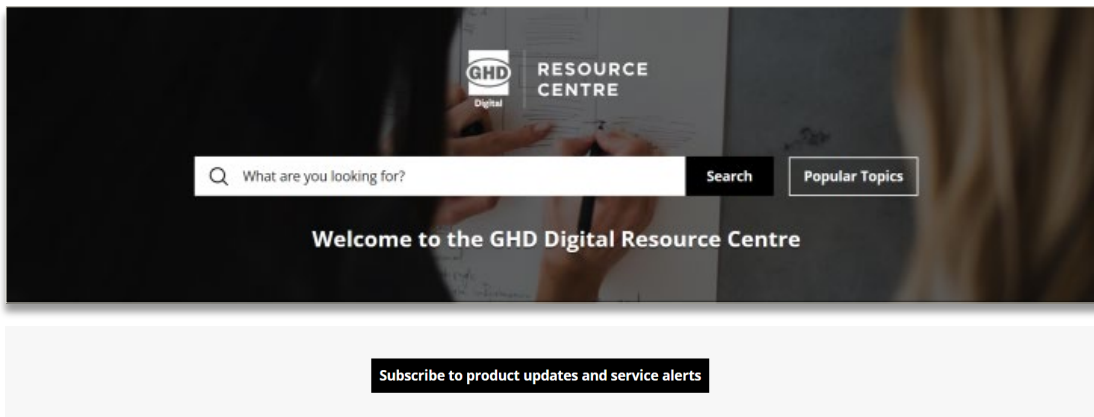
- Search Engine Optimization (SEO)
- Instructions for working within GHD's Content Management System

- Accessibility Compliance
- Guide to Writing for the Web
- Creative tips for keeping your website content fresh and useful
- Frequently Asked Questions section
- Manuals for the CMS and all modules, including downloadable and printable PDF versions
- Instructional Video Libraries for examples of how to perform everyday tasks within the CMS

Training for content writers includes Writing Effectively for Websites and will also have sessions to enhance your final website in terms of its readability, search engine results, and accessibility.

### 3. On-line CMS documentation and training materials, and on-site training service options.

As mentioned above, your Agency will have access to our comprehensive Learning and Resource Center, which provides helpful advice and best practices to ensure that the software is used to its full potential for years to come. The Learning Center offers a range of information from basic introductions, accessibility tips, tricks, and terminology to specific instructions for working within GHD's Content Management System presented in various mediums (manuals, FAQ, instructional videos, etc.). We have provided on-site training in the scope of this project.



### 4. Provide best practice training for content organization and presentation (less text, appropriate use of graphics/images, metadata tagging, image, pdf organization, filename protocol, etc.

GHD will provide training for your staff on how to effectively write web content. The staff will receive a training manual, and examples are provided using your new sitemap as a reference point.

The workshop includes:

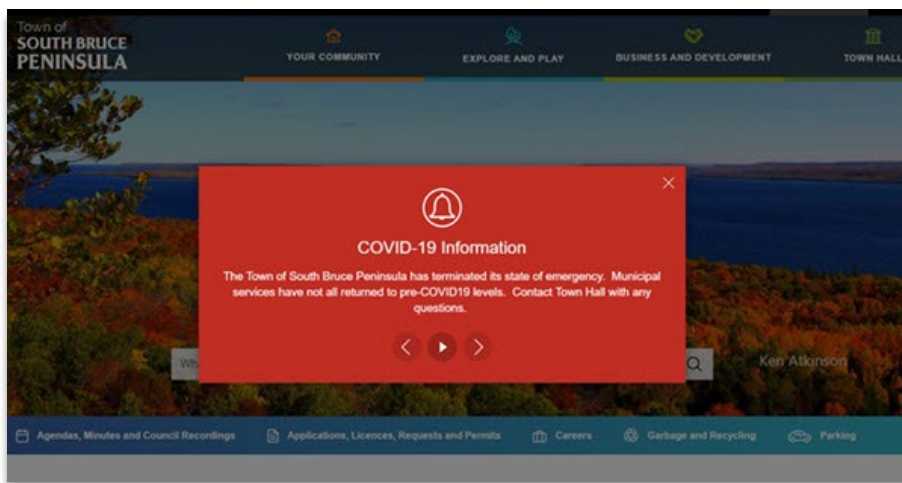
- **Guidelines for Effective Web Writing** – Our web writing guidelines have been developed through extensive research into the best practices in writing for a website. We will train your writing team on tips to consider when writing content for your new website so that they are writing consistently and in an easy-to-read, easy-to-find format.
- **Website Content Writing Process** – As part of your website redesign process, most of your content may undergo a significant rewrite. Our step-by-step process considers that your web writers may not be experts in the subjects they have to write about. However, they can still write the content effectively in conjunction with subject matter experts in your organization.
- **Making Your Content SEO Friendly** – GHD will guide you through the process of setting up your web content keeping in mind metadata descriptions, practical structure and layout, styles including heading tags and bullets, and more.

## 5. Content staging and restoration through histories or undo, versioning. Content approval and user audit trails.

The proposed Govstack CMS will provide an audit trail of changes made to a content page. This includes time/date, action taken (i.e., save, publish), content type, and author. The CMS also allows rolling back to a previous page version.

## 6. Alerts & Emergency Notification – Alerts posted on website and public notifications sent out through email, text message and social media.

You can post to the homepage an alert or emergency banner (even from your phone) in case of an emergency. The public, staff, or board can also subscribe to these alerts. You can use social media integration to maximize the reach of your news or emergency articles across all channels, including Facebook, Twitter, and LinkedIn. Content editors can update the text within the banner through GHD's CMS and choose a color to reflect the severity and importance of the message: for example, red for emergencies or important community notices, yellow for warning information, and green for general information. The window is set so that it is only displayed upon an initial visit to a website.



Once the site visitor has closed out the alert, it will only show if the person visits the site later.

## 7. Automatic expirations – the ability to set a date for content to automatically expire.

The CMS includes the ability to select a future to publish and an expiry date when creating a new page or updating an existing page.

## G. Vendor References

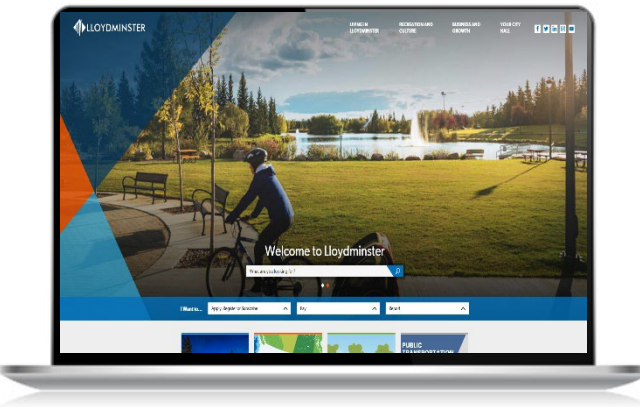
1. Provide 3 references demonstrating substantial experience developing websites for marketing or recruitment. Include client's website address, point of contact, phone number, and email address.

### SAN LUIS OBISPO, CALIFORNIA

[www.readyslo.org](http://www.readyslo.org)

990 Palm St UNIT 14,  
San Luis Obispo, CA 93401

Contact Name: Anita Konopa  
Contact Number: 805-781-1335  
Contact Email: [akonopa@co.slo.ca.us](mailto:akonopa@co.slo.ca.us)



### CITY OF LLOYDMINSTER, ALBERTA/SASKATCHEWAN

[www.lloydminster.ca](http://www.lloydminster.ca)

4420-50 Avenue  
Lloydminster, AB/SK T9V 0W2

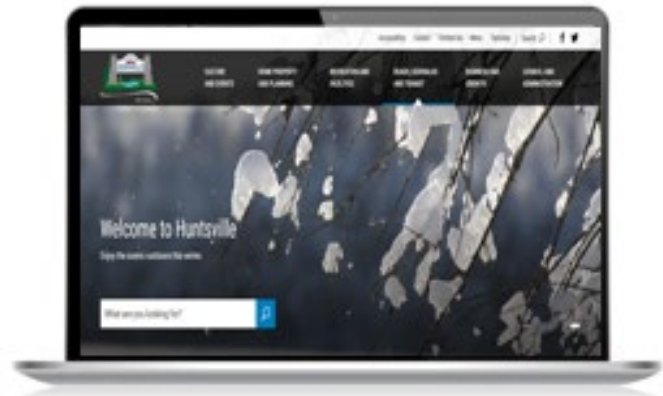
Contact Name: Leo Pare, Director of Communications  
Contact Number: 780-875-6184 ext 2711  
Contact Email: [lpare@lloydminster.ca](mailto:lpare@lloydminster.ca)

### HUNTSVILLE, ON

<https://www.huntsville.ca/en/index.aspx>

37 Main St. East  
Huntsville, Ontario P1H 1A1

Contact Name: Lisa Spolnik  
Contact Number: 705-789-1751 X3042  
Contact Email: [lisa.spolnik@huntsville.ca](mailto:lisa.spolnik@huntsville.ca)



#### 4. Offering # 3: PolicePro



Paid Duty digitally requests that officers attend an event, as well as provide a fair, policy-based awarding off-duty requests to officers interested in fulfilling event requests. The Paid Duty solution has reduced administrative staff hours dedicated to transcribing requests and notifying or calling officers for paid duty events.

## **5. Offering # 4 ZEVO™ (Zero Emissions Vehicle Optimization)**

GHD Zevo is a comprehensive tool that looks at various optimisation points for the decarbonisation of fleets, a process which can be replicated for different fleet types and energy options. The ZEVO methodology works by considering the topography of the roads where the vehicles travel and efficiently mapping geolocation points to acquire topographical data anywhere in the world within a very short period of time.

## **6. Offering 5 Applicant Tracking**

HR Applicant Tracking Solution.

## **7. Offerings 6 Adapt**

Portal and analysis tool set to connect teams to their data.

## **8. Offering 7 Engage**

Web portal which citizens can attend 'virtual townhalls' and interact with economic development exhibits.

## **9. Offering 8 Software Development Services**

GHD Digital can provide agencies with Software Development services as required.

## **10. Offering 9 Digital Strategy**

Helping define your digital vision and a path forward by imagining, transforming, and sustaining your organization's business and technology capabilities necessary for the increasingly digital world we live in

## **11. Offering 10 Innovation & Human Centered Design**

Build innovation and customer-centricity into your organization and the services / experiences you provide to your customers and communities using a people-focused, collaborative, and adaptive approach

## **12. Offering 11. Robotic Process Automation**

Let our experts guide you through process automation and data management to solve business challenges in Finance, HR, Procurement, IT, Safety, Operations, and other internal and external facing services

Further information on these available services can be obtained through our website at [ghddigitalpss.com](http://ghddigitalpss.com) or by contacting Roland Griesmayer, Head of Sales – Americas D +1.437-253-2297 E [roland.griesmayer@ghd.com](mailto:roland.griesmayer@ghd.com)