

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):

Inventive Group, Inc

(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 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.
- 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. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at 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: Inventive Group, Inc

Vendor Address: 13316 Craven Ln

City: Manor State: Texas Zip Code: 78653

Vendor Authorized Signatory Name: Andrew Siemer

Vendor Authorized Signatory Title: CEO

Vendor Authorized Signatory Phone: 661-600-2355

Vendor Authorized Signatory Email: andy@inventive.io

Vendor Authorized Signature: *Andrew Siemer* Date: 02 / 06 / 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: *David Wayne Fitts* Date: 5/5/2023



230105

**Inventive Works LLC
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

Inventive Works LLC Information

Contact: James Shaw
Address: 13316 Craven Ln
Manor, TX 78653
Phone: (512) 590-0790
Email: sales-team@inventive.io
Web Address: <https://inventive.io/>

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

Ann Favela

Signature

Submitted at 2/17/2023 01:23:39 AM (CT)

sales-team@inventive.io

Email

Requested Attachments

Pricing Form 1

230105 Pricing Form 1 (1).xlsx

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

Pricing Form 2

230105 Pricing Form 2 (1).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 (2).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 (3).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.xlsx

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

Inventive Works W9 (1).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

HUB Certification (1).pdf

HUB Certification

RFP 230105 Technology Solutions Products and Services.pdf

RFP 230105 Technology Solutions Products and Services Proposal

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>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?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="NO"/></p>
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2 Historically Underutilized Business (HUB)

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

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

Yes

3 National Coverage

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

Yes

4 States Served

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

No response

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

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

Inventive offers enterprise-scale software and product development services that allow organizations to innovate quickly, and easily create and launch powerful user experiences that modernize your brand. Partnering with Inventive provides customers a full-service team to solve complex technology problems with proven solutions specializing in: custom application development, software and team auditing, legacy and cloud migrations, IT Strategy, web development, and mobile development.

6 Primary Contact Name

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

James Shaw

7 Primary Contact Title

Primary Contact Title

COO

8 Primary Contact Email

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

james@inventive.io

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.

5129009077

1
0

Primary Contact Fax

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

No response

1
1

Primary Contact Mobile

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

No response

1
2

Secondary Contact Name

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

Andrew Siemer

1
3

Secondary Contact Title

Secondary Contact Title

CEO

1
4

Secondary Contact Email

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

andy@inventive.io

1
5

Secondary Contact Phone

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

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

5129009077

1
6

Secondary Contact Fax

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

No response

1
7

Secondary Contact Mobile

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

No response

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

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

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

21 Purchase Order and Sales Contact Name
Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

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

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

24 Company Website
Company Website (Format - www.company.com)

25 Entity D/B/A's and Assumed Names
You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

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

26 Primary Address
Primary Address

2 7	Primary Address City
	Primary Address City <input type="text" value="Manor"/>

2 8	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="Texas"/>

2 9	Primary Address Zip
	Primary Address Zip <input type="text" value="78653"/>

3 0	Search Words Identifying Vendor
	Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation. <input type="text" value="custom software development, software, auditing, legacy and cloud migrations, IT Strategy, web development, app development, AWS, Azure, Austin TX, onshore dev team"/>

3 1	Certification of Vendor Residency (Required by the State of Texas)
	Does Vendor's parent company or majority owner: (A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas? Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award. <input type="text" value="Yes"/>

3 2	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Manor"/>

3 3	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="Texas"/>

3 4	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="6"/>

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.

40 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

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

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

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

Yes

41 TIPS Sales Reporting Requirements

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

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

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

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

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

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

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

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

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

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

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

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

4
4 **Non-Collusive Bidding Certificate**

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

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

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

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

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

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

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

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

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

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

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

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

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

4 **Required Confidentiality Claim Form**

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

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

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

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

**4
8** **Non-Discrimination Statement and Certification**

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

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

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

Yes, I certify (Yes)

**4
9** **Limitation of Vendor Indemnification and Similar Clauses**

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

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

Does Vendor agree?

Yes, I Agree (Yes)

**5
0** **Alternative Dispute Resolution Limitations**

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

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

Does Vendor agree?

5
1 **No Waiver of TIPS Immunity**

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

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

Does Vendor agree?

Yes, Vendor agrees (Yes)

5
2 **Payment Terms and Funding Out Clause**

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

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

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

Does Vendor agree?

Yes, Vendor agrees (Yes)

5
3 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

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

Does Vendor certify?

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

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

When applicable, does Vendor certify?

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?

Yes

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.

B. My firm is not owned nor operated by felon.

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 with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

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

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**

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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**

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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

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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?

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

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

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

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

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

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

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

Does Vendor certify?

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

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

Does Vendor certify?

93 **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?

94 **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?

95 **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?

96 **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.

TIPS 230105 Technology Solutions, Products, and Services	Inventive Group, Inc
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

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

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111-2222
Service Group Insurance & Financial Services	Analysa Reyna	areyna@sgifs.com	512-343-0600
Service Group Insurance & Financial Services	Raymond Avery	ravery@sgifs.com	512-343-0601
Tenavox	Marissa Limsiaco	marissa.limsiaco@tenavox.com	254-383-8155
Affiniti	Ira Levy	ira.levy@affiniti.com	443-250-9549
ProGrade Digital	Mark Lewis	mlewis@progradedigital.com	877-219-0203
JetRock, LLC	Justin Birmingham	justin@jetrockllc.com	512-633-3129
Catch Global Foundation	Brooks Ballard	brooks@catch.org	855-500-0050
Texas A&M	Scot Walker	swalker90@aggienetwork.com	979-845-7514
Texas A&M - Health Science Center System	Sloane Williams	sloane.williams@tamu.edu	979-436-0618
Texas A&M - Division of Marketing & Communications	Tim St. Martin	timmah@tamu.edu	979-845-4600
Texas A&M - School of Innovation	Emily Finbow	efinbow@tamu.edu	979-458-9288

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Inventive Group, Inc

Vendor Authorized Signatory Name: James Shaw

Vendor Authorized Signatory Title: COO

Vendor Authorized Signatory Email: james.shaw@inventive.io

Vendor Address: 13316 Craven Ln

City: Manor State: TX Zip Code: 78653

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: 6

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

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GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1320593034300
File/Vendor Number:	512908
Approval Date:	31-MAY-2019
Scheduled Expiration Date:	31-MAY-2023

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

INVENTIVE PATRIOTS LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 21-JUL-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



RFP 230105

Technology Solutions Products and Services

Inventive Group, INC.
13316 Craven Ln
Manor, TX 78653

Point of Contact:
Andrew Siemer, CEO
512-900-9077
andy@inventive.io

Proposal valid for 365 days from issuance.

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February 17, 2023

Dear TIPS,

Inventive is excited by the opportunity to propose our services for RFP 230105 Technology Solutions Products and Services. As a company, Inventive experts have many years of experience in their respective fields and we bring the whole team with every client engagement. Through our rigorous process, technical expertise, and business acumen, we are committed to going the extra mile to ensure our clients have an amazing experience and that we deliver the results they are looking for.

As the Chief Executive Officer of Inventive, I have the authority to obligate and negotiate on Inventive's behalf for the engagement. Should you have any questions, do not hesitate to call. We look forward to the prospect of working with you on this engagement.

Sincerely,



Andrew Siemer
CEO, Inventive
andy@inventive.io

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Company Background

Inventive Group is a collection of companies with the mission to "Improve People's Lives With Technology".

Founded in 2016, Inventive Group, Inc. began as a software development training company specialized in delivering immersive "Full Stack Development" programs. Mid-way through 2017, Inventive Group Inc. split into two entities, the first being Inventive Academy, LLC, which continued the mission of providing expert-led training programs and workshops to people of all walks of life and Inventive Works, LLC, a new software development consulting and creative agency.

Inventive Works offers software consulting and custom application development services focusing on web, mobile, and cloud-based solutions all with the user experience in mind. Additionally, a creative agency side of the business provides companies access to in-house designers for creating beautiful and engaging marketing websites, branding and identity development and other marketing collateral creation services.

Towards the end of 2017, Inventive Ventures, Inc. was launched as an incubator for founders to launch their tech-focused/enabled companies to market. This new venture gives founders access to engineering and creative resources at reduced costs as well as access to shared services such as HR, Accounting, Sales, Marketing, etc. A mentorship program is also offered to provide founders with education and guidance in launching their business.

Lastly, Inventive Cares, Inc. was launched as a non-profit pairing students within the Academy to charities and other non-profit groups seeking low-cost or free technology solutions as well as providing funds and other initiatives to aid underrepresented groups in tech.

Through our many years of experience, we have learned the art and craft of delivering software development solutions in an industry that has matured and changed greatly over the past twenty years. From those learnings, we have found the most effective way to work with business stakeholders to design, implement, and maintain software delivered solutions.

To this end, we work to delight our clients and take our ultimate satisfaction in delivering software solutions that exceeds their expectations.

Services

Inventive Group, Inc. provides a wide range of Technology Solutions Products and Services such as the provisioning, integration, automation, development, testing, auditing, and support of virtualized hardware, commercial software, and custom applications in cloud and on-prem environments. Our team of expert engineers has extensive experience working with the most popular cloud platforms - Amazon Web Services (AWS), Microsoft Azure, and Google Cloud Platform (GCP) and languages. We serve a broad geographic area that includes the United States, Latin America, and Europe.

Software Engineering Services

Cloud Design and Development

We provide cloud design and development services in all of the popular cloud platforms - AWS, Azure, and GCP. Our expert software engineers have many years of experience building all types of cloud applications using the latest services available.

- PaaS Cloud Services
- IaaS Cloud Services
- SaaS Application Development
- IoT Cloud Services
- Serverless Architectures
- Autoscaling Architectures
- Containerization Orchestration

Cloud Migrations

We provide cloud migration services from on-prem infrastructure as well as between different cloud providers. Whether you have legacy systems that need to be migrated or infrastructure that needs to be moved into the cloud, our experts are here to help. By leveraging modern application frameworks and the power of the cloud we can drive value to your bottom line and help sustain you into the future.

Custom Application Development

We provide a broad range of custom application development services to support a full range of projects - from marketing websites to large-scale enterprise systems. Our expert software engineers are able to tackle greenfield projects or complement your existing team and your software application ecosystem. Our custom application development services include web or mobile development, in the cloud (AWS, Azure, and GCP) or on-premise, as well as UI/UX, graphic design, and 2D/3D animation.

Software Development Life Cycle Assessments

For clients with existing engineering teams, we offer assessments of the overall health of the engineering department. These assessments typically evaluate the following areas.

- Requirements Gathering
- Agile Maturity
- Code Reviews
- DevOps / IT maturity
- Automation
- Cloud / Virtual / Physical Infrastructure
- Approach to Security

Legacy Software Modernization

We provide software modernization services to improve the scalability, maintainability, quality, and security of existing applications. This includes focused framework and technical stack upgrades as well as larger, more comprehensive, upgrades.

- Upgrade a particular technology to a newer version - ie. NServiceBus, Angular, .NET
- Change an entire technology stack - ie Ruby on Rails to Node or .NET

Legacy System Migrations

We provide system migration services to modernize existing applications and breathe new life into applications that were built using now obsolete technologies. This includes both the integration of modern technologies with legacy systems and the migration of the legacy systems to more modern technologies, tools, and processes.

- Expose legacy system application through modern (web or mobile) interfaces - ie. build mobile apps, RESTful APIs, and web applications over a legacy mainframe system.
- Migrate applications entirely off of legacy mainframe systems to modern applications on enterprise-grade platforms - ie. replace mainframe systems with modern enterprise-level web or mobile applications backed by the latest technologies, tools, and processes.

Enterprise Architecture

We provide custom enterprise architecture services that allow companies to manage complexity, provide value, guarantee security, as well as achieve functionality, process, and growth goals. Our expert software engineers have many years of experience building enterprise-level systems for fortune 50 companies in a variety of technology stacks. We are experts at implementing the latest enterprise systems technologies to include the following.

- Distributed Systems
- System Integrations
- Microservices Architecture

ERP, CRM, & Salesforce Integrations

Over the last 20 years, our team has worked on integrations with many large-scale ERP, CRM, and Accounting packages. We have experience building integrations with AS/400, Epicor, Great Plains / Dynamics, Salesforce, SAP, and more. Paired with our custom application development knowledge and years of experience working with business stakeholders, we are leaders in augmenting the engine that drives your company with enhanced data management, commerce applications, and custom functionality enabling your team to go faster. We have worked with companies such as Callaway Golf, Dell, AMD, and many other large-scale companies.

Artificial Intelligence

Our team of software engineers can help you put your data to work, predict future outcomes and uncover new opportunities. Businesses are evolving to interpret data, run it through complex algorithms to adapt and learn. Our team can help your company utilize artificial intelligence in many different ways.

- Machine Learning
- Cognitive Services
- Computer Vision
- Predictive Analytics
- Anomaly Detection

Engineering Support

We provide different levels of support to keep your company's operations running smoothly with continuing engineering and technical oversight. Improve adoption of new technologies within your organization and ensure you're set up for long-term success to maintain your systems and make incremental enhancements.

- Maintenance and Operations
- Systems Monitoring
- On-call Service Desk
- Production Support

Site Reliability Engineering

We help your company ensure that your web applications are running smoothly, efficiently, and reliably. We have decades of experience building complex web

applications for fortune 50 companies. We will leverage that to make your web applications reach optimal metrics.

DevOps Implementation

We can automate your software processes, end-to-end and reduce cost, improve quality and mitigate/prevent issues.

- Continuous Integration and Delivery/Deployment (CI/CD)
- Automated Testing
- Infrastructure as Code
- Blue/Green Deployments

Software Development Team Building

Need to level up your existing development team or build a new one for your new company? Our team of experts can help. We have a long track record of building great development teams. Let us build your team using our proven process for finding both cultural and technical fits for your company. Our services include recruiting candidates, vetting technical skillset, and assessing cultural fit for new team members. For existing teams that might not be performing to their potential, we offer auditing services to help identify issues and offer solutions to make your team as productive as it can be.

Security Audits

Security Audits are often done as a company gains maturity, is up for a round of investment, or is getting close to their initial launch. Security audits look at people and process, code, infrastructure, data storage and retention, and network security – among other things.

Regulatory Compliance

Regulatory compliance is often the primary driving factor behind many of an organization's security initiatives. State and federal laws, as well as industry requirements, are leveraging fines and penalties in an effort to move companies in the right direction when it comes to protecting sensitive information. Out of touch legislation and ambiguous language introduces considerable headaches for responsible organizations seeking compliance. Inventive provides compliance development and assessment services to ensure an organization's efforts are both meaningful and effective. Offerings are targeted for PCI, HIPAA, FERPA, SOX, and GLBA.

Technical Training

We offer training on the topics below and many more.

- Full Stack Software Engineering

- Microservices
- Docker
- Kubernetes
- Serverless
- Branching strategies
- Domain Driven Design
- CQRS
- Event Sourcing
- Agile Teams
- Agile Process
- Transparency in the development process

Consulting Services

Continuous Delivery and Integration

Inventive practices “infrastructure as code” and the ability to deploy new features to a new environment as opposed to deploying new code to an existing environment and overwriting the old code that was there. Destructive deployments don’t enable as many freedoms as other strategies such as the canary or blue/green deployment models. Also, if all of our environment configurations are captured and documented as code, making tweaks to the environment over time are captured historically which allows us to keep our history intact in case issues come up because of adjustments. Also, the ability to expand an environment’s capacity is as simple as tweaking a configuration and redeploying that configuration.

There is also a need for continuous integration which allows us to frequently check the consistency of our code as it is committed by the development team members. This process is controlled by some software that integrates with the source control and the environment. Upon each check-in, the code is built, tested, analyzed, and ensured to be good. When one of these metrics fails, an email is sent to the development team to ensure that everyone is immediately aware of the shortcoming. This continuous feedback assures quick turnaround times for identifying anything that requires additional attention.

SCM Software

With decades of experience building complex applications for some of the largest companies in the market, our team of software engineers has built an expertise in all of the software configuration management tools that are used to manage code, collaborate, build, configure, package and deploy applications in many different programming languages and platforms. Be it physical machines, VMs, containers, serverless frameworks or cloud platforms, we’ve done it all. Let us help your company incorporate the latest

technologies, tools, and process to help make your development process run like a well-oiled machine.

eCommerce Configuration

Our team of expert software engineers has decades of experience working on many different eCommerce platforms and integrating with most of the popular payment gateways. Many of our engineers have worked at the largest eCommerce sites in existence today. Let us use our experience in this area to build your online marketplace. Whether it's a small online store or a multi-billion dollar marketplace, we have the experts to help you develop it.

Key Technical Resources

Andrew Siemer, CEO & Founder



After an honorable discharge from the Army in 1998, Andy immediately started digging into technology. Having served in the 2nd Ranger Battalion and 14th Military Intelligence, Andy is capable of tackling stressful situations while keeping his exuberant smile fully intact. Andy is passionate about veteran affairs, technology, and continuous education.

Current volunteer positions

- Firefighter with Elgin Fire Department
- Member of Texas Search and Rescue
- Member of Team Rubicon

Notable accomplishments

- Army Ranger
- Chief Architect, dell.com
- Director of Engineering, Dell
- Director of Engineering, Volusion
- Chief Architect, Clear Measure
- ASP Insider
- Azure Advisor
- Microsoft VTSP
- Published several books on technical topics

Jason Fitch, Director of Engineering



At the height of the dot-com boom, Jason began his career as a technology professional in the consulting world. After moving on to roles in SEO and various advertising platforms, he co-founded a profitable SaaS business in computer monitoring and data loss prevention, laid the technical foundations for a high-growth protein bar manufacturer, and established world-class DevOps and data management teams for a leading ABA services provider.

Working in several startups, he has had the privilege of never being allowed to specialize — becoming a "jack of all trades" — and enjoying all the challenges of designing, launching, and supporting high-performing and complex systems. Jason studied Computer Science at Case Western Reserve University in Cleveland, OH.

Tabetha Moe, Senior Web Developer



Tabetha Moe is part of the team responsible for creating functional websites from the amazing design team at Inventive. From custom code to WordPress to Shopify, Tabetha will find the perfect solution for your exact needs and ensure that it is implemented in a scalable and reliable way. Outside of work, Tabetha enjoys knitting, crocheting, and hand-dyeing yarn for her small yarn shop!

Ryan Chadek, Senior Web Developer



Ryan Chadek is a Web Developer with nearly 20 years of experience and a strong background in WordPress, HTML, CSS, PHP, and JavaScript — as well as over a decade of experience in promotions and marketing working for a local radio station cluster. Ryan loves taking beautiful website designs and translating them into beautiful code.

Maisy Shaw, Senior Project Manager



Maisy manages all aspects of the most complex IT initiatives and works collaboratively with stakeholders to deliver IT products, services, and systems. Maisy manages project scope, requirements, and deliverables for technology projects. She defines and provides input to project plans; implements project plans to meet objectives; coordinates project activities; monitors project activities and resources to mitigate risk; maintains quality assurance processes; takes corrective action when problems arise; gives presentations or briefings on all aspects of the project; participates in phase, milestone and final project reviews; identifies project documentation requirements or procedures; and develops and implements project schedules and release plans. Let's just put it this way — you want Maisy to manage your project.

Similar Services completed within the past five (5) years

Texas A&M - Interactive Web App With High Availability

[Aggie Muster Web App](#)
[Muster Case Study](#)

The COVID outbreak of 2020 threatened the possibility of holding the time-honored tradition of the Aggie Muster. Muster is celebrated in over 300 worldwide locations, with the main ceremony taking place on the Texas A&M campus in College Station. This single ceremony brings together more Aggies worldwide than any other campus event. In the weeks leading up to the Muster, with daily changes to social distancing and health recommendations, the Aggies realized they would have to cancel or greatly alter this time-held tradition and quickly move to a digital platform. Texas A&M recruited Inventive in the three weeks prior to the April 21st event to bring a virtual experience to Aggies across the globe, recreating this annual and timeless tradition.

The Aggie Muster site is a custom-built event website that allows interactivity from visitors and the ability to scale to as many as 400,000 participating Aggies.

The Inventive software development team ran a very “write” heavy load test simulating 50,000 concurrent visitors posting multiple “Here” and “Reflections” messages. The Inventive solution was able to process over 4 million messages with no degradation in system performance. The team was able to process 2,500 requests per second across over 100 Premium (EPI) servers during peak testing. With the build and testing efforts, the Inventive team knew the backend they built would scale to handle the expected load and volume of visitor interactions for the event day.

In just three weeks, Inventive was able to build a platform, load-test for a high volume of visitors (400,000), and deploy the Aggies Muster 2020 virtual event across the globe. At 6:51 a.m. on April 21, Muster Live began with a World Wide Roll Call in which more than 1,500 people were remembered. Throughout the day, Muster Live had 50,000 unique users to the site, 14,000 registrations, 907 reflections, 15,573 “Here’s,” and ran without interruption for 24 hours.

Inventive was excited to be a part of the unique and very special 2020 Aggie Muster. We’re happy that the worldwide community was able to take part in this time-honored tradition at this unprecedented time. Texas A&M has since decided to keep the online tradition going, using Inventive for support and maintenance.

“There’s a lot of colleges and universities in this country, and Texas A&M is fundamentally different, exemplified by our muster ceremonies. To work effectively with the association, and by extension, the University, you have to make an effort to understand the ways in which we’re different. Inventive did that really well. There weren’t any alumni on their team, but they pushed to understand the psychology of our alumni. They wouldn’t have been able to execute it the way they did without doing that work.” - Scot Walker

Reference

- Scot Walker, Assistant Vice President for Communications
- 979-845-7514
- swalker90@aggienetwork.com
- 505 George Bush Dr, College Station, TX 77840

Texas A&M - Health Science Center System

Inventive provides web support to the entire Health Science Center system, building new websites, migrating and updating existing sites, and providing ad hoc support and consulting.

- [HSC Main Website](#)
- [College of Medicine](#)
- [College of Dentistry](#)
- [Department of Psychiatry](#)

Reference

- Sloane Williams, Assistant Vice President for Marketing and Communications
- 979-436-0618
- sloane.williams@tamu.edu

Texas A&M - Division of Marketing & Communications

Inventive worked collaboratively with the team at MarComm to build a newly redesigned WordPress website for the [KAMU radio station](#). Using WordPress and Local, the team built a new site with various integrations and plugins to modernize the look and functionality.

Reference

- Tim St. Martin, Director of Web Services
- 979.845.4600
- timmah@tamu.edu

Texas A&M - School of Innovation

MaroonBase Mobile Application

TAMU School of Innovation wished to replace its existing Kronos-based mobile event app with a new mobile app that can be customized to fit their specific needs. The current app limits its ability to be found on the app store, has unsustainable recurring user costs, and is not TAMU branded, which limits widespread adoption.

The app geolocates so that the student's attendance can be tracked and verified. This is performed using standard phone hardware but also using the school's network appliances for more accurate tracking inside their campus buildings.

Deliverables included:

- Set up mobile app account
- Develop features for mobile app
- Create user stories
- Admin site for administering events and venues
- Participant mapping
- Event interactions
- Awards system
- Launched in the Apple Store and Google Play Store

Reference

- Emily Finbow, Assistant Director
- 979-458-9288
- efinbow@tamu.edu

iSchool & iSchool Partners Website Development

[Innovation Partners](#)

[School of Innovation](#)

The School of Innovation wanted to completely overhaul its existing site in order to demonstrate its unique differences and promote its events and personality in a fun new way. They wanted clean lines, easy-to-navigate content, and compelling animations. Because this site would live in the Texas A&M Ecosphere, it also needed to be built following ADA compliance.

Texas A&M Innovation Partners needed to build an entirely new site that would also have a cohesive look and feel with its sister site, the School of Innovation. They asked Inventive to design a site that would be sleek and streamlined with a minimalist design. ADA compliance guidelines would need to be followed while designing a fun, engaging site.

Reference

- Jolene Sears, Director of Strategic Operations
- 979-450-9666
- jsears@tamu.edu

Service Group: sgifs.com

[Online Case Study](#)

Description

Service Group is a large automotive services provider that provides various insurance product offerings to the automotive, RV, and motorsports industry. Their products are in almost every dealership and are offered to buyers as part of purchasing a vehicle from a dealership. Their need for an elegant and polished product experience is critical as well as the ability for their product to perform at scale and be highly available.

Service Group came to us with an interesting story: “Our current product engineering team estimated 10 months of development time to launch our entire product. They have taken 20 months so far and they have spent more than double the original budget. We only have 10% of the promised product completed. We asked that the product look somewhere between Apple and Tesla.”

When we took over the product development at Service Group, the product wasn’t scalable, didn’t look useable, and anytime their back end data sources went down, the entire application went down with it. We were able to jump into the middle of a half finished product, completely redo the front-end of the application to meet the “somewhere between Apple and Tesla” requirement. We were also able to resolve all of the HA violations to ensure that no matter what, the product was useable by the downstream customers (dealerships).

Budget

- \$868,000

Timeline

- February 2018: started staff augmentation project with 1 engineer
- February 2018: provided an architectural audit to assess existing products progress
- February 2018: expanded the team to a three person team responsible for finishing the product and launching the pilot
- June 2018: took ownership of resolving prior teams “technical debt”
- July 2018: successfully launched the pilot
- July 2018: took ownership of production support to augment the Customers team

- October 2018: refactored entire portal to embrace Azure high availability (HA) patterns and practices
- October 2018: interviewed and hired an internal senior software engineer for Service Group engineering team
- December 2018: currently working with product owners to design the next set of features for 2019

Universal Studios

Description

Universal contacted us after spending 3 years of development on a critical piece of their music distribution pipeline. The product needed to go live in 6 months and there was growing fear that they were going to miss the go-live date. Missing the launch date would have forced Universal into a new 3-year contract and a loss of many millions of dollars. There was also fear that the software architecture would have resulted in data loss when the system was under load. Additionally, the product development team seemed to go slower and slower as new features required continued refactoring to fit known features.

Inventive sent their CEO to London to spend time with their 150 person product engineering team to perform an enterprise audit. After several months of interviews and inspection of the code, architecture, source code repository, and team structure, a 100 page audit report was turned in with critical findings.

- 10% of data would have been lost with the current architecture
- Data connection patterns would have caused significant locks on the data store
- The critical messaging subsystem was no longer supported by its manufacturer due to known data management issues
- The source of truth data store was known to crash at the volume of data they needed to manage
- Many additional team and process changes were required to improve productivity

As a result of our findings, an Inventive engineering team was immediately formed and put to work in the background to resolve critical issues for the MVP launch. Our team resolved the following issues:

- Refactored the code base to reduce the footprint of all technical debt that had accumulated over the course of three years
- Upgraded .NET versions to the latest
- Upgraded service bus versions to a supported current version
- Swapped out the messaging system to the outbox pattern to remove data loss issues

- Helped the existing product team with environment automation and load testing

Budget

- \$224,000

Timeline

- July 2017: Audit begins
- August 2017: Service bus upgrade begins
- December 2017: All refactorings completed and handed back to the team

OM Healthcare: omhealthcare.com

Description

OM Healthcare came to us in a state of distress. The story was “I spent half my budget in India, and the other half of my project in Ukraine, and I only have half of my product built!” We were able to partner with OM Healthcare, take over all of their product development, and become their software engineering team.

OM Healthcare’s mission is to remove all the middle men from a health related transaction between a doctor and their patient. This service takes shape as an application that allows a patient to schedule a service with a local healthcare provider. The patient can also pay through that application. The healthcare provider can bypass their insurance claims and simplify the process on their side which reduces their costs. In turn, this reduces the cost of the patient. The volume of patients in the system also allows OM Healthcare to behave like a large group network which allows it to negotiate rates on behalf of its patients.

This application has many components involved in it. There is a mobile application for the healthcare provider to handle payments, scheduling, medications, prescriptions, and various other healthcare related management activities. Another application was built for the patient that allows them to schedule appointments, see provider ratings, manage their provided services, and manage their prescriptions. There is also a telemedicine component that allows the patient and the service provider to have virtual face to face meetings that allows the patient to bypass in-person visits when appropriate.

Budget

- \$1,160,000

Timeline

- October 2017: started engagement
- November 2017: became the only engineering team
- April 2018: Engagement successfully closed

Tenavox: tenavox.com

Description

Tenavox provides review and surrounding services to the commercial real estate industry. They proclaim themselves as “the Glassdoor for commercial renters”.

Inventive provides a comprehensive suite of services for all of Tenavox’s design and technology needs including application and production support. We have created their public-facing website, their SaaS product, as well as manage their infrastructure, overall performance, and production-support duties.

Tenavox came to us with an existing web application written in Ruby, hosted in Heroku, and with an existing engineering team. They needed help. Their engineering team didn’t have a great attitude and they weren’t able to keep up with the requests of the business. Initially, we provided some engineering expertise to support their team. We then provided a fractional CTO to help with the engineering and product direction as well as with their funding efforts. Eventually, we became their entire design and engineering team.

Since being engaged with Tenavox, we have drastically improved their performance and product. The product is now receiving rave reviews from consumers of the product. They are also receiving interest from investors. They are now a profitable company with paying customers and seeing growth as they continue to enter into new markets.

Budget

- \$677,000

Timeline

- September 2017: First SOW signed as a Consulting client to take on all front-end development work and to design and implement the REST API for future work
- October 2017: Extended engagement to continue helping team drive the product development.
- December 2017: Expanded our team to three developers, engineering manager, and project manager to help drive the product development, architectural improvements, and act as a fractional CTO. Moved from a Consulting engagement to an Incubator engagement.
- Added important UI/UX tweaks to the system to make it more user-friendly, removed the paywall, and drastically improved the performance of the site. This allowed the product to start gaining traction.
- Added production support to the Tenavox project so that Inventive could provide product support capabilities.
- December 2018: Moved our team back to a traditional consulting agreement

Affiniti - affinitinetworkassure.com

Description

Affiniti provides a network appliance that can simply be plugged into a large network. The appliance captures metrics and usage data and is able to perform predictive analytics to provide the CIO with data about managing their network assets, network usage, and overall health and expense of their network.

Inventive continues to provide product development, application design, UI/UX, marketing website, branding, and production support.

When we first met Affiniti, they had designed their physical hardware product, a literal “black box”, and had shipped several units to various large customers. They had started working on the SaaS application but were rapidly coming to the understanding that their team was not going to be able to deliver the web application in time for the delivery of their product.

We were able to get involved quickly. We provided them with engineering resources initially. Inventive then met with the leadership team at Affiniti. We walked them through several product development sessions to help determine what an MVP would look like for the coming release and what a future roadmap might look like.

Once we had the approach nailed down, we were ready to begin development. In 6 weeks we completely rebuilt their SaaS application to include a new UI, logo, deployment process, and new feature set. We were able to launch their SaaS application just in time for the first devices coming online. We then built their marketing website (a separate application) and helped them get assets in front of their sales team to enable their sales engine to continue moving.

This product continues to see good adoption and is now seeking funding for their next round of growth.

Budget

- \$701,000

Timeline

- September 2017: Augmented existing team with 1 additional engineering team member
- October 2017: Got wind of strife on the Clients engineering team. Helped drive what the MVP product should look like. Expanded the engineering team to include 4 engineers, 1 project manager, and 1 solution architect.

- December 2017: Shipped the MVP product on time.
- January 2018: Engineering team extended for 2 more months.
- January 2018: Marketing and web development team spun up to launch brand for newly created product.
- March 2018: Team extended through the end of 2018 and now enabled as production support team for the product Inventive built.

Appendix A: Inventive's Development Process

The following section describes the Inventive way of approaching projects. All of these items are flexible. In our experience, every team, project, and outcome, requires a slightly different approach to ensure that the solution we craft hits the mark. Each section touches upon our starting approach.

Web Development Methodology

The vendor shall also submit

- A brief description of their web development methodology
- A statement of adherence to web accessibility compliance
- A rate sheet detailing their pricing structure

The founders of Inventive have been building websites and web applications since the early 90s. We have worked with languages of all sorts, from C and C++ to PERL and PHP to C#, Python, and Node. Having worked in this industry for so long, we have always prided ourselves on staying abreast of the latest trends, design patterns, and development processes. We have always maintained an active connection to the development community. This has taken the form of blogging, writing articles, writing books, attending meetups, speaking at meetups, curating and managing meetups, and speaking internationally at conferences.

We are advocates of concepts like having a local build process to ferret out any software quality issues early and often. We always put a build pipeline and continuous integration process in place as the first step for any project, as we understand that an automated process will get done every time.

Given our many years of experience building applications and managing teams, we also understand that every decision to embrace trends and best practices comes with trade-offs. We are eager to bring our customers along with us on the journey to making these tactical decisions. Our goal is to deliver value to our customers as quickly as possible with as little fluff as possible.

Always Having a “Local Developer Story”

Depending on if we are building a website or a web application, we may develop directly on the developer's local computer or we may develop in a VM or Docker image. In the application development scenario, we perform our development activities in some form of a container for a few reasons:

- Containers isolate application dependencies from one another
- Containers ensure repeatable processes
- Containers make the activity of spinning up a new developer quick and painless, which ensure knowledge transfer goes smoothly
- Containers help enforce “infrastructure as code,” which acts as a form of documentation
- Containers make an application more portable across team makeups and hosting choices

We also believe in implementing just enough testing. This is different for every client. We can certainly utilize Test Driven Development for projects that require it, but we also understand that testing the “happy path” of your application may be the right decision for a client’s budgetary requirements.

Our developers use the most appropriate tools for the technology being implemented on a project. This might be Sublime or Visual Studio Code for our IDE with some form of command line always running in the background. We utilize code frameworks such as .NET Core with SQL Server or Node with Express/Restify and MySQL or Postgres and MongoDB. These choices are made based on the needs of the applications being developed.

Implementing Web Content Accessibility Guidelines

Implementing accessibility standards is always at the top of our mind with all projects. But we recognize that not all customers are as concerned with accessibility. We at the very least ensure that the ability to tab through the application in a meaningful way is thought about, that labels are separate from our inputs, and that navigation is as quick and direct as possible. When we are in charge of the design we take into account the ability for the color blind to be able to navigate and use our application and that the application renders in a usable way in a black-and-white format.

When the customer is interested in fully complying with Web Content Accessibility Guidelines (WCAG) we can also include testing for compliance in our automated build pipeline using tools like axe, react-a11y, jsx-a11y, and pa11y. We also use ace in our QA process to ensure that no out-of-compliance pages get through to production.

Deployments

Our team utilizes the right branching strategy based on the client’s needs. We utilize gitflow for customers that have existing applications in production, that can’t tolerate down time of any form, and that have a continuous stream of active customers. We utilize github flow for clients that prefer to send finished features to production as quickly as possible and get feedback as quickly as possible. For clients that want both speed and zero downtime, we configure deployment pipelines that help achieve both concepts.

Supporting Production & Sales Environments

We believe in pro-active production support that is SLA (service level agreement) driven. We do our best to remove all known pitfalls to production systems, such as unmanaged log files that clog up hard drives and actively monitor the network throughput, memory usage, and CPU utilization. We set up outside/in detection to ensure that we identify that critical web pages are delivering the right content and alert the support team when they are found to not be loading appropriately. We funnel all of our monitoring systems through PagerDuty to keep the support team aware of any situations, which also allows us to create an escalation tree in case someone in the support team is inaccessible. In the case that there is an outage of some kind, we set up a service like statuspage.io. Our goal is to keep your customers using your system without any awareness of downtime.

Inventive's Development Process

The following section describes the Inventive way of tackling large web development projects. All of these items are flexible. In our experience, every team, project, and outcome requires a slightly different approach to ensure that the solution we craft hits the mark. Each section touches upon our starting approach.

Discovery Process

During the discovery process, our Product Owners, Lead Designers, and Solution Architects will frequently meet with your product manager(s) and business units to determine what is required to build the system in detail. We develop a discovery document with our proposed software architecture, technology selections, and infrastructure requirements. This discovery documentation provides various levels of detail that will act as the roadmap for product development. This document (and the vision for the project) can be adjusted as more details are learned.

Product Planning

Product planning begins in our discovery phase. In this cycle, we are looking for all the things that matter to the final solution. We track as much detail as possible but think in terms of "epics." An epic is a major set of features that the system should have. We may even break down a set of features for a given epic. This initial pass allows us to get an idea of the overall scope of a system.

This is an ongoing activity as the scope of a system changes with the business. We don't flesh out all the details at this point as we don't yet know what is most important. There are always must-haves vs. nice-to-haves. We prefer to optimize for building things that matter. We want to satisfy the 80% use case first. The sooner we get the product into the customer's hands, the sooner we can start to capture real user feedback.

As we continue to uncover epics in the system, we identify supporting features that other epics might need to expose, so we add those features and relate them back to the epics as appropriate. User stories and tasks are not defined in this level of planning.

Event Storming

One of the techniques we use to understand how an application should work is called Event Storming. Originally developed by Alberto Brandolini in 2013, the concept has rapidly grown in acceptance and is now recommended by the Thoughtworks Technology Radar. Event Storming involves getting all stakeholders into a room and using Post-it Notes to describe an entire process in the application. It has the advantage over user stories in that it outlines the whole business process rather than just the portion a single user is involved in.

The result — a collection of business processes and touchpoints — is the foundation for developing user stories while maintaining a holistic view of the product. This solves an oft-cited problem in agile projects: nobody keeps their eye on the product as a whole.

Development Readiness

In this phase of development, we have usually identified what epics to start fleshing out. We never have to build all of an epic. We just need to identify the appropriate features we need to sequence up front.

With the features identified, we are able to add detail to prepare to pass a feature off to the development team. There are several “hats” in this process: the product owner, the technical lead, the quality assurance lead, and the DevOps lead. This could be one person or any variation of representatives. Each of these roles has a responsibility when fleshing out a feature.

Product Owner

The product owner is responsible for ensuring that the requirements that are most important to the business need are present. They are responsible for working with UI/UX to ensure an easy-to-use product. They define how a feature should work and what should (and should not) be included in this feature. They are responsible for writing a user story from the perspective of the person performing an activity in the system, and what the expected outcome is to be.

Technical Lead

The technical lead is responsible for taking the user story and adding technical detail so that it is clearly understood how the feature will be implemented in the system. They look at the business requirements and identify what is missing or present in the system to support that feature set. They specify the functionality that is required to implement the feature.

Quality Assurance Lead

The quality assurance lead is responsible for defining test cases around the requirements. Test plans are written for each feature so the developer knows what is expected to ensure that system-level testing and business requirements verification is easy to perform. No code is written until the QA team has defined how it will be tested.

DevOps Lead

The DevOps lead is responsible for how a feature will integrate with the rest of the system. It is important for the DevOps engineer to understand the requirements around the feature so they can modify the deployment pipeline and environment to be ready for the feature.

Technical Design

Our development teams focus on building features using the best tool for the job. Using a microservices approach in our backend systems — similar to how Amazon or Netflix builds their systems — we are able to build small components of the system that each interact with one another but have loose coupling between them from a technology point of view. This allows us to build a feature and not touch it again.

Ultimately this enables the teams to go faster as they spend less time modifying existing components and more time building new components.

Do we always use a microservices approach? No, not always. There are times when this approach doesn't make sense. However, we find that it fits many large-scale systems well. Especially when feature delivery can be parallelized for time sensitivity.

Our development teams are made up of experienced engineers that don't solely focus on "writing code." Instead, they take into account what is required to design a good system that is easy to maintain and support. This strategy requires our development team to be embedded with feature definition, implementation, deployment, and support. This way, any pain that is experienced along the way can immediately be resolved by the team. There are many examples of the systems we have built that implement this sort of strategy. Examples of these can be found in the Similar Services section of the Proposer's Questionnaire.

Development

Once a feature is sufficiently broken down and pulled into the work stream, the team will meet to plan their next iteration of work, also known as a sprint. When a formal demo cadence is requested, we generally prefer a two-week sprint. Once we have gained the client's trust, we optimize for getting work done, rather than optimizing for demo cadence. We find that allowing the product owner to prioritize the backlog according to today's business importance and then demoing as work is completed (sometimes daily) works best. The team is not interrupted by meetings, and the product owner sees work in real-time.

Once a feature is fully developed, it will go through a round of testing. Testing comes in many forms:

- Unit testing: the feature works when tested standalone
- Integration testing: the feature works when plugged into the system
- Functional testing: the feature works from the outside in (user through the UI)
- Performance testing: using automation, multiple functional tests are tested in a sequence

- Load testing: using a cloud of agents through automation we put significant strain on the system to see the size of load we can easily handle

*For more details, read Appendix B: DevOps Processes Expanded.

DevOps Strategy & Implementation

One of the strongest commonalities between successful projects is that they ship early and often. This continuous feedback cycle between the development team and the customer reduces mistakes and produces a better outcome. For that reason, we bake in a DevOps component into every team. Our projects don't just come with the source code for an application. They also come with environment and process automation. This means that the ability to deploy new features is as simple as checking it into the source code repository. From there we have mechanisms such as a build server (continuous integration), configuration management, and environment management, which will run the new code through various quality control gates. Once the new code has gone through the pipeline and is deemed to be stable enough for production, it is deployed in a transparent manner to the end user. This is commonly referred to as "continuous deployment."

To understand more about DevOps with Inventive, read Appendix B: DevOps Processes Expanded.

Continued Maintenance

Once the system is delivered and functioning as expected, we have the ability to provide continued maintenance and support of the system, such as:

- Updates to the platform (functionality, roles, integration points, data sources)
- Bug fixing, issue resolution (according to a defined SLA)
- Software upgrades over time
- Data backups and maintenance
- Log monitoring and resolution
- Infrastructure monitoring and management

Project Management

Our project management story combines the best of Scrum and Kanban. We prefer to optimize for finished work over started work, and we prefer to optimize for full transparency in the entire software development lifecycle. For this reason, we have a swim lane for every work concept in the process.

Transparency With Entry & Exit Criteria

Our preferred tool for managing a project is Jira but we have used nearly every mainstream agile project management tool on the market. We use a Kanban-style board with a column for every body of work in the process. For each column, we define the entry

and exit criteria for that column. We also have rules that allow any card to be kicked back to earlier columns if the entry criteria are found to be missing.

For example, before a product owner can call a feature ready for development, the technical lead needs to approve that there is enough detail in the feature for the technical lead to appropriately assess the feature. The same goes for the quality assurance lead: they get to verify that there is enough detail in the card for them to do their work. This assures each role is accountable to their responsibility and role on the team. If any feature is found to be wanting for information, the card can always be pushed back in the process until it is ready for the development team to pick up.

“If you can’t measure it, you can’t improve it!”

- Peter Drucker

Full transparency in the system allows us to visualize where work is beginning to back up. For example, if the product owner is preparing cards faster than the technical lead can specify how the work will be done, we can tap a senior engineer or architect to stop their work and help the technical lead clear his queue of work. This transparency into where work is blocked allows us to shift responsibilities based on bottlenecks.

Change Management

The agile and scrum principles we use to manage our projects also help us manage change in a number of ways.

Backlog Grooming

In a project where the requirements are generally stable, only minor changes are made to the Prioritized Product Backlog (“Backlog”) throughout development, and the team can work on the tasks prioritized to give the maximum value to the client. The length of the sprints can be four or even six weeks in such stable environments.

Before beginning a Sprint, when grooming the Backlog, the highest priority requirements in the Backlog are selected to be completed. Because changes have been accounted for in the Backlog, the team only needs to determine how many tasks they can accomplish in the Sprint, based on the time and resources provided. Change management is executed in the ongoing processes of prioritizing and adding tasks to the Backlog.

Urgent Change Requests

If there is a Change Request that may have a significant impact on a Sprint in progress, the Product Owner, after consultation with relevant stakeholders, decides whether the change can wait until the next Sprint or represents an urgent situation which may require ending the current Sprint and starting a new one.

Since the scope of a Sprint cannot be changed once the Sprint begins, the Product Owner must determine if the required change is so important that the results of the Sprint would be worthless without it. If so, the Sprint should be terminated. If not, the change is incorporated into a later Sprint.

The Change Control Board (CCB)

How formally the CCB is defined depends on the size and stability of the project. The CCB should contain at least the Product Owner, Project Manager, and Scrum Master, and other stakeholders (such as Executive Sponsors) as needed.

As previously discussed, changes to existing scope are handled by the Scrum process, but if new requirements are requested (“outside the scope”) they must be reviewed by the CCB, be approved, and normally result in a contract modification.

Product Support

Once a feature is deployed to production, our product support team monitors it. We start by building metrics for each feature so we know how a feature is expected to behave. This might track how many orders we get in a given time, or how long a third-party dependency takes to resolve a payment request. By tracking when and how long something happens, we can get an idea of how our system “normally” functions. Then we can write rules around non-standard behaviors like when a process takes longer than expected or throws errors that are out of the normal operating condition.

For example, we might know that if we haven’t had an order in the last 10 minutes, something is wrong. If we see adds to the cart but don’t see orders in the system, there might be a problem. We can write rules in the monitoring systems to send out a system notification to alert the appropriate team member to start an investigation. The more important the system outage, the more team members we can get involved.

Notifications might be managed by a tool like PagerDuty, and communications might be distributed to Slack, SMS, and/or email distribution lists to ensure that the communication is well received.

Once an issue is identified, we create a ticket to schedule a resolution. In some scenarios, we have to put in a quick fix and get the long-term fix brought in through the normal development process. We may also write additional system tests to help us identify the original cause.

Risk Mitigation & Escalation Process

Scrum includes a natural escalation process through its ceremonies of daily standup and retrospectives. Impediments raised during standup are tracked each day and will be dealt with by the Scrum Master. Typically a Scrum Master will track and attempt to fix impediments for a maximum of three days before escalating. There is one circumstance

when Sprints may change scope — when the team determines that they have overestimated the effort and ask the Product Owner for more User Stories to use the available time and resources.

There are times within larger organizations and projects when a scrum master will escalate to the Project Manager (sometimes known as Program Manager). The Project Manager will typically have the relationships (and leverage) to address external forces causing problems for individual teams. The Project Manager can help a Scrum Master resolve process risk.

The Scrum Master and Project Manager play different (but collaborative) roles in mitigating risk and removing roadblocks — the Scrum Master has the depth to identify roadblocks quickly in the agile environment, and the Project Manager has the breadth of relationships to help escalate and resolve the roadblocks.

There are other ways in which the Project Manager can help the Scrum Master mitigate risk:

- Run scrum-of-scrum meetings with the Scrum Masters and Product Owners of multiple teams and resolve resource contention and priority issues.
- Designate back-ups or step in directly to cover for Scrum Masters who are on vacation, training, or otherwise not available.
- Some stakeholders are difficult to pin down and don't take the time to see the end-of-sprint demos and provide timely feedback. PMOs may have to step in to make this happen so that problems do not surface late in the cycle.
- Be a champion/evangelist for Scrum/Agile process with senior management.

Customer Service & Support

Support & Client Care Services

The support services will include a help and knowledge base section, which will serve as a first level or self-help for users for common questions. If additional support is required, a contact form, email address, chat, and phone number will be available for users to submit their questions. For more information about technical support, please reference Appendix A: Production Support and SLAs Described.

How We Measure Client Satisfaction

Every engagement has an assigned and dedicated Customer Success Manager (CSM) — separate from the Solution Manager — whose ultimate responsibility is to keep the engagement on track and the client happy and satisfied.

The CSM will normally have a weekly meeting with the client representative where the focus is on ensuring that the client is getting the service they expect, and when either party can raise any high-level concerns over the team or the solution. This meeting is where concerns can be safely raised before they escalate.

Open and honest communication is critical; none of the team members are invited, so both parties can talk freely and work towards a positive outcome of any problems raised. Note that these meetings are not of a technical nature; there are other avenues for discussing details of the solution. However, the CSM meetings give a unique opportunity to discuss matters that aren't appropriate for other public meetings, such as a team member's performance or attitude, invoicing issues, or contractual questions.

To measure client satisfaction more specifically, clients are sent weekly Net Promoter Score (NPS) surveys so that changes or trends in satisfaction can be detected early by the CSM and discussed.

Standard Service Levels & Response Times

Described below in Appendix A: Production Support and SLAs Described

Support Team Engagement Strategy

With every engagement, we set up a team-{client-name}@inventive.io distribution list. This enabled the client to reach out to the entire team. This ensures that someone sees the communication and can promptly reply to having received that communication. The time in which the appropriate team member gets back to that communication with a resolution or solution depends on the type of request and its urgency in that communication (as defined by the SLA below).

Additionally, in larger engagements, we stand up an instance of PagerDuty and StatusPage. These tools enable other forms of communication.

PagerDuty allows the customer a way to raise a flag to the support team. If the first level of the support team doesn't respond quickly enough, the next level is notified, and so on. This ensures that a call tree is in place and that the scheduled team member can be rotated across the staff supporting the product.

StatusPage can be integrated with PagerDuty (among other services), which enables notifications of downed systems, updated releases and release notes, and other informational notifications.

Online Training Resources

One of the service offerings at Inventive is a complete online and in-person technology Academy. We have built a full-stack software engineering curriculum that enables us to train new people into the engineering space. As a TWC-sanctioned Academy in Texas and

a recognized University in Mexico, we have all the machinery in place to assemble a complete curriculum for any software solution we create. We can also create user guides, guided learning modules, video modules, etc. Inventive training can come in many forms. However, in all of the solutions we build, we maintain function engineering documentation (to help the next engineer operate the system), release notes (to capture the order features come out), and meeting notes (to capture how the product took shape). Additionally, we can write out technical documentation that walks a user through step-by-step management or usage training of a product. If a more complex curriculum is required, Inventive can build out a fully immersive training program that will allow you to onboard your staff through a teacher-student environment or a self-paced online experience.

Help Desk Staff

As part of Inventive's normal production support role, we are used to being on-call during normal business hours and off hours. We utilize a tool called PagerDuty to manage our rotating on call roster that is both system and human initiated. For call-in help-desk support, we use a tool called TalkRoute to manage an on-call staff to ensure that all phone calls are answered.

Depending on the call volume and support request volume, we are able to expand our staff to ensure appropriate coverage.

Training Resources

As part of our Academy offering, we have teachers and teacher's assistants on hand for running a class. These classes can be online or in person. As such, depending on the location and type of training, Inventive may need to hire new teachers and assistants in a location near your staff. In most cases, remote training events are more than sufficient.

Regulatory Compliance

Regulatory compliance is often the primary driving factor behind many of an organization's security initiatives. State and federal laws, as well as industry requirements, are leveraging fines and penalties in an effort to move companies in the right direction when it comes to protecting sensitive information. Out-of-touch legislation and ambiguous language introduces considerable headaches for responsible organizations seeking compliance. Inventive provides compliance development and assessment services to ensure an organization's efforts are both meaningful and effective. Offerings are targeted for PCI, HIPAA, FERPA, SOX, and GLBA.

Creative & Marketing Services

Our digital agency line of business offers companies an incredible value add through design thinking practices and insights. User experience designers and researchers work closely with the Product and Development teams to support early research efforts, strategizing, product mapping, and testing.

This focus on creative collaboration results in benefits across the board:

- Reduces development time by catching issues before they are built
- Improves the overall user experience
- Validates design decisions based on research and feedback
- Allows teams to quickly iterate on and refine product features
- Supports user-focused messaging for marketing materials

Each project is also given access to our talented staff of in-house designers and copywriters who can create and design:

- Branding and Identity Development Campaigns
 - Including complete brand guides and UI kits
- Marketing Websites and Landing Pages
- User Interface Wireframes and Prototypes
- Mockups and Branded Presentation Materials
- Product / Service Explainer Videos
- Print and other Marketing Collateral
- Online & SEO Marketing
- Social Media Campaigns

We strive to create meaningful solutions that exceed expectations by approaching every problem with curiosity and enthusiasm.

Appendix B: Production Support & SLA's Described

Terms

PagerDuty

PagerDuty (PD) is a tool that can be used to manage a roster of on call staff including who to notify next in the tree in the case that the on-duty team member is unavailable. It provides email and SMS support among other things. This tool can also be wired into other monitoring and alerting infrastructure so that in many cases the activation of support can be automated. This tool allows the Consultant to own the schedule while also simplifying the activation of a supporting team member for the Client. The cost of PagerDuty will be passed through to Client.

On-Call

The Consultant will have 1 engineering member of the team available via PD automated call tree activation. This engineering team member will be on call for 1 week before rotation the on-call duties to the next team member. Who is on call will be managed by the Consultant via PD. An alert procedure will be shared by the Consultant to the Client so that the Client only needs to activate PD and a team member will respond appropriately.

Level 1 Support (L1)

L1 covers basic help desk resolution and service desk delivery. When an issues is found, it is logged. The issue, based on severity and priority, is then picked up and worked by the support team. These types of issues might be a customer calling in for questions regarding "how does Feature X work". It would also cover some simple data issues that can be easily handled. This level of support is generally provided during normal business hours by non-technical staff. If L1 issues are not able to be resolved they are escalated to L2.

Level 2 Support (L2)

L2 support is considered "in-depth technical support". Experienced and knowledgeable team members assess issues and provide solutions for the problems that can't be handled by L1 team members. Support personnel with deep knowledge of the product or service, but not necessarily the engineers or programmers who designed and created the product.

Level 3 Support (L3)

L3 support is considered "expert product and service support". L3 support provides access to the highest technical resources available for problem resolution or new feature creation. Technicians attempt to duplicate problems and define root causes, using product designs, code, or specifications. Once a cause is identified, the Client decides

whether or not to create a new fix, depending on what causes the problem. New fixes are documented for use by L1 and L2 personnel.

Service Level Agreement (SLA)

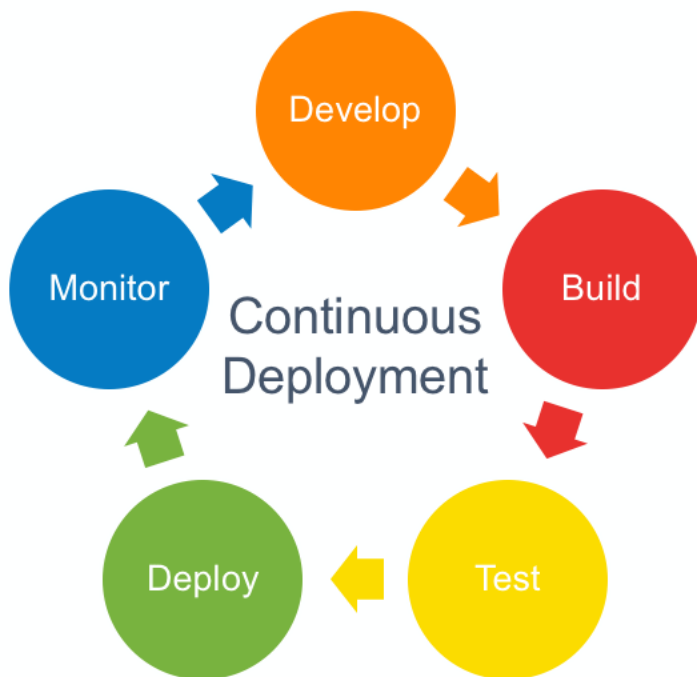
The Proposer will have on call service available 24x7 after the Solution has been released to production. Before the initial production release, the development team will be available during normal business hours to resolve any issues which are identified by client personnel.

Timeline Under SLA

Type	Response Time	Description
Acknowledgment	24 hours	From the time a support issue is raised through PD until that support issue is acknowledged.
Findings	24 hours	From the time an issue is raised until a response comes back describing the issue as found (or no findings). Description of findings and proposed solution(s). In each case pros and cons should be offered and understood for the suggested fix. Then a request for approval for suggested solution.
Hot Fix	Variable	Once findings are presented back and the solution is discussed the engineer can begin the implementation of the planned hotfix. The real solution may not be the same as the hotfix.

Appendix C: DevOps Processes Expanded

One of the strongest commonalities between successful projects is that they ship early and often. This continuous feedback cycle between the development team and the customer reduces mistakes and all but guarantees a better outcome. For that reason we bake in a devops component into every team. Our projects don't just come with the source code for an application. They also come with environment and process automation. This means that the ability to deploy new features is as simple as checking it in to the source code repository. From there we have mechanisms such as a build server (continuous integration), configuration management, and environment management, which will run the new code through various quality control gates. Once the new code has gone through the pipeline and is deemed to be stable enough for production, it is deployed in a transparent manner to the end user. This is commonly referred to as "continuous deployment".



The ability for the system to automatically scale is crucial for the long-term viability of your platform. Ensuring that the platform is able to scale out as needed means that, not only will it perform at a high level under your current workload, but it will continue to perform as more users, external integration sources, and the overall data footprint increases.

There is more to DevOps though than the ability to push code out to production in a blazing fast manner. Once a new feature is deployed, the system needs to stay up. We bake into our systems a self-correcting ability.



We strive to ensure that our teams perform at the elite level automating everything possible, pushing through small changes and creating audit trails. This means that even if the system sees component failures or service outages, it generally knows how to get itself running again. However, in the cases that the system hasn't yet been taught how to do that for a given scenario, it is important to have strategies in place for human involvement. This is where production support concepts come in. This too is baked into our systems from day one. We include strategies for logging, business key performance indicator (KPI) monitoring, application performance monitoring, and infrastructure performance monitoring, into every component we build. This means that a devops engineer has the ability to ask the system questions through data collection and dash-boarding so that they might take appropriate corrective action. We also attach alerting to these systems so that when there are known issues, the appropriate team members can be called into action quickly.

Continuous Integration, Continuous Delivery, Build, and Deploy

Inventive is big on “environment as code” and the ability to deploy new features to a new environment as opposed to deploying new code to an existing environment and overwriting the old code that was there. Destructive deployments don't enable as many freedoms as other strategies such as the canary or blue/green deployment models.

Also, if all of our environment configuration is captured and documented as code, making tweaks to the environment over time are captured historically which allows us to keep our history intact in case issues come up because of adjustments. Also the ability to expand an environments capacity is as simple as tweaking a configuration and redeploying that configuration.

There is also a need for continuous integration which allows us to frequently check the consistency of our code as it is committed by the development team members. This process is controlled by some software that integrates with the source control and the environment. Upon each check in, the code is built, tested, analyzed, and ensured to be good. When one of these metrics fails, an email is sent to the development team to ensure that everyone is immediately aware of the short coming. This continuous feedback assures quick turnaround times for identifying anything that requires additional attention.

In order to do this we will need to maintain a build server throughout the entire life of the project, if not the entire life of the product.

Load Testing

After a product has been successfully deployed to an environment, it is important to test its capacity for handling traffic. To do this, we typically employ the latest code testing tools to simulate user interactions with the system and capture metrics related to its ability to handle that load. This process is typically done once to capture a benchmark of the system's capacity to handle load. After that, the process is repeated, at the appropriate frequency, to determine if changes have improved or degraded the systems ability to handle load.

The process of load testing involves running a simulation that mimics the interactions user's will have with your production (or production-like) system. While this happens, the tooling typically monitors API request response times, load on the system's hardware (cpu, memory, I/O, bandwidth utilization), the number of transactions occurring in the database, the number of queries generated from each application, etc. In order for load testing result to be accurate, it is important to understand how a user interacts with your system. This includes the notion of "think time" between interactions, metrics on where most of your system's traffic is concentrated (percentage of use for a given feature), and so on. The closer this pattern of a user's interactions is to real life the more accurate the test results will be when we spin up a collection of "virtual users" to load test the environment.

Typically we would only need a couple of users to be to spin up the initial system load tests. These tests would usually be run "on-demand" initially. Later it may make more

sense to spin up load tests monthly, weekly, or even daily to exercise the “happy paths” through system’s application(s).