

## TIPS VENDOR AGREEMENT

### TIPS RFP 230601 Consulting and Other Related Services

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

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(ENTER ENTITY NAME]

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

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

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

It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

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

that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

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

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

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

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

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

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

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

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

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

**13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. 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 14 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 14 and 15 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 Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

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

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

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

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

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

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

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

**32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

**33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

**34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

**35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

**36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

**37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

**38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

**39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

**40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.



- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

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

**Preparation:** Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered Sex Offender Restrictions:** For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety Measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

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

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to [tips@tips-usa.com](mailto:tips@tips-usa.com). For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at [marketing@tips-usa.com](mailto:marketing@tips-usa.com), before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.



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

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

**TIPS VENDOR AGREEMENT SIGNATURE**  
**FORM TIPS RFP 230601 CONSULTING AND OTHER RELATED SERVICES**

Vendor Name: Genesis Consulting Partners, LLC

Vendor Address: 11 S. 12th Street, Suite 310

City: Richmond State: VA Zip Code: 23219

Vendor Authorized Signatory Name: Jacob D. "J.D." Weiman

Vendor Authorized Signatory Title: Director of Business Development and Capture

Vendor Authorized Signatory Phone: 804-523-8007

Vendor Authorized Signatory Email: jd.weiman@genesisconsulting.com

Vendor Authorized Signature: J.D. Weiman Digitally signed by J.D. Weiman  
Date: 2023.07.10 12:14:20 -04'00' Date: 07/10/2023

*(The following is for TIPS completion only)*

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 8/24/2023



230601

## Genesis Consulting Partners, LLC Supplier Response

### Event Information

Number: 230601

Title: Consulting and Other Related Services

Type: Request for Proposal

Issue Date: 6/1/2023

Deadline: 7/14/2023 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 200601 CONSULTING AND OTHER RELATED SERVICES ("200601") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR CONSULTING OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200601.**

**IF YOU HOLD 210602 OR 220601 CONSULTING ("210602 OR 220601") OR ANOTHER TIPS CONTRACT OTHER THAN 210602 OR 220601 OR EXPIRING 200601 WHICH**

**COVERS ALL OF YOUR CONSULTING OFFERINGS AND YOU ARE SATISFIED WITH IT.**  
**THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO**  
**HOLD BOTH CONTRACTS.**

## **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](mailto:bids@tips-usa.com)

## Genesis Consulting Partners, LLC Information

Contact: Cameron Chaplin  
Address: 11 South 12th Street  
Suite 310  
Richmond, VA 23219  
Phone: (804) 523-8007  
Email: bids@genesisconsulting.com  
Web Address: <https://www.genesisconsulting.com/>

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

Jacob David Weiman

*Signature*

Submitted at 7/13/2023 02:23:57 PM (CT)

[jd.weiman@genesisconsulting.com](mailto:jd.weiman@genesisconsulting.com)

*Email*

## Requested Attachments

### Vendor Agreement

230601 Vendor Agreement.pdf

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

### Pricing Form 1

230601 Pricing Form 1.xlsx

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

### 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.

### Reference Form

230601 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

230601 Required Confidentiality Claim Form - Signed.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.

### 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.

**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** Genesis Consulting Partners, LLC  
W9 2023 (4).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)** SWAM VA Cert.png

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.

**Pricing Form 2** 230601 Pricing Form 2.xlsx

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

**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.

**Vendor Agreement Signature Form** 230601 Vendor Agreement  
Signature Form -  
Genesissigned.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.

**Bid Attributes**

<b>1</b>	<p><b>Disadvantaged/Minority/Women Business &amp; Federal HUBZone</b></p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business &amp; Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <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.

No

**3 National Coverage**

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

Yes - All 50 States

**4 States Served**

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

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.

Genesis Consulting Partners, LLC provides Digital Transformation, Technology Consulting, Enterprise Resource Planning Software, Software as a Service, DevSecOps, Cloud Technology, Data Security, Software Development, Human Centered Design, and Enterprise Business Agility Technical Services. Our Enterprise Agility offerings include full-scale Agile Coaching, Training, Implementation, Assessments, Organizational Change Management (OCM), and Independent Verification and Validation (IV&V) Services. We possess expertise and offerings in Lean, Agile, SAFe, Scrum, Kanban, and Lean Portfolio Management (LPM). Genesis offers ERP Consulting, Implementation, Modernization, and Transformation Services to include: Advisory Services, Strategy and Roadmapping, Business Process Reengineering (BPR), Upgrade Services & Performance Tuning, Implementation Services and System Integration, Application Management Services, Organizational Change Management, Training, Remote Support / Any Shore Delivery, Supplemental Resources, Enterprise Asset Management (EAM), Supplier Relationship Management (SRM) and Ariba, Human Capital Management (HCM), SAP SuccessFactors, SAP ERP Enterprise Central Component (ECC), SAP S/4 HANA, NetWeaver (including PI/PO Integration, Gateway, Fiori, UI5, and Enterprise Portal), Business Analytics/Business Intelligence (BI) / Enterprise Planning, Master Data Management (MDM) / Enterprise Information Management, Customer Relationship Management (CRM), Supply Chain Management (SCM). We feature Subject Matter Expertise in a variety of ERP and software offerings to include: SAP, Concur, Pega, Oracle, Infor, and Microsoft.

**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.

J.D. Weiman

**7 Primary Contact Title**

Primary Contact Title

Director of Business Development and Capture



<b>8</b>	<p><b>Primary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input type="text" value="bids@genesisconsulting.com"/>
<b>9</b>	<p><b>Primary Contact Phone</b></p> <p>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).</p> <p>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.</p> <input type="text" value="8045238007"/>
<b>10</b>	<p><b>Primary Contact Fax</b></p> <p>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).</p> <input type="text" value="7039563009"/>
<b>11</b>	<p><b>Primary Contact Mobile</b></p> <p>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).</p> <input type="text" value="8043471951"/>
<b>12</b>	<p><b>Secondary Contact Name</b></p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input type="text" value="Cameron Chaplin"/>
<b>13</b>	<p><b>Secondary Contact Title</b></p> <p>Secondary Contact Title</p> <input type="text" value="Chief Financial Officer"/>
<b>14</b>	<p><b>Secondary Contact Email</b></p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input type="text" value="cameron.chaplin@genesisconsulting.com"/>
<b>15</b>	<p><b>Secondary Contact Phone</b></p> <p>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).</p> <p>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.</p> <input type="text" value="8049554417"/>
<b>16</b>	<p><b>Secondary Contact Fax</b></p> <p>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).</p> <input type="text" value="7039563009"/>

1 7	<b>Secondary Contact Mobile</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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1 8	<b>Administration Fee Contact Name</b> Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Nicholas Samuels"/>
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1 9	<b>Administration Fee Contact Email</b> Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="ap@genesisconsulting.com"/>
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2 0	<b>Administration Fee Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8045238007"/>
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2 1	<b>Purchase Order and Sales Contact Name</b> Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="J.D. Weiman"/>
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2 2	<b>Purchase Order and Sales Contact Email</b> Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="bids@genesisconsulting.com"/>
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2 3	<b>Purchase Order and Sales Contact Phone</b> Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8045238007"/>
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2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="https://www.genesisconsulting.com/"/>
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2 5	<b>Entity D/B/A's and Assumed Names</b> You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.  In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="Genesis Consulting Partners, LLC; Genesis"/>
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2 6	<b>Primary Address</b> Primary Address <input type="text" value="11 South 12th Street, Suite 310"/>
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<b>27</b>	<p><b>Primary Address City</b></p> <p>Primary Address City</p> <input type="text" value="Richmond"/>
<b>28</b>	<p><b>Primary Address State</b></p> <p>Primary Address State (2 Digit Abbreviation)</p> <input type="text" value="VA"/>
<b>29</b>	<p><b>Primary Address Zip</b></p> <p>Primary Address Zip</p> <input type="text" value="23219"/>
<b>30</b>	<p><b>Search Words Identifying Vendor</b></p> <p>Please list all search words and phrases to be included in the TIPS database related to your entity. <b>Do not</b> list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px;"> <p>Digital Transformation, Enterprise Agility, Agile Coaching, Training, Implementation, Assessments, IV&amp;V, ERP, Implementation, Modernization, Transformation, Advisory, Roadmapping, Business Process Reengineering (BPR), Upgrade Services &amp; Performance Tuning, Implementation Services, System Integration, Application Management Services, Organizational Change Management, Training, Remote Support, Any Shore Delivery, Supplemental Resources, Enterprise Asset Management (EAM), Supplier Relationship Management (SRM) and Ariba, Human Capital Management (HCM), SAP SuccessFactors, SAP ERP Enterprise Central Component (ECC), SAP S/4 HANA, NetWeaver (including PI/PO Integration, Gateway, Fiori, UI5, and Enterprise Portal), Business Analytics/Business Intelligence (BI) / Enterprise Planning, Master Data Management (MDM) / Enterprise Information Management, Customer Relationship Management (CRM), Supply Chain Management (SCM), SAP, Concur, Pega, Oracle, Infor, and Microsoft.</p> </div>
<b>31</b>	<p><b>Certification of Vendor Residency (Required by the State of Texas)</b></p> <p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; <b>or</b> (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <input type="text" value="No"/>
<b>32</b>	<p><b>Vendor's Principal Place of Business (City)</b></p> <p>In what city is Vendor's principal place of business located?</p> <input type="text" value="Richmond"/>
<b>33</b>	<p><b>Vendor's Principal Place of Business (State)</b></p> <p>In what state is Vendor's principal place of business located?</p> <input type="text" value="VA"/>
<b>34</b>	<p><b>Vendor's Years in Business</b></p> <p>How many years has the business submitting this proposal been operating in its current capacity and field of work?</p> <input type="text" value="15"/>

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?

Yes, Vendor agrees

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 (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.***

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 with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. 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.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, 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 (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?***

4%

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

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

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

**38 Volume and Additional Discounts**

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

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

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

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

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

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

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

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

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

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

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

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

Yes, Vendor agrees

**4 1 TIPS Sales Reporting Requirements**

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

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

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com 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** **TIPS Member Access to Vendor Proposal & Documentation**

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

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

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

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

By submission of this proposal, the Vendor certifies that:

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

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

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

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

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

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

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

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

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



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**Required Confidentiality Claim Form**

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

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

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

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

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**Non-Discrimination Statement and Certification**

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

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

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

Yes, I certify

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**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

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**Alternative Dispute Resolution Limitations**

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

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

Does Vendor agree?

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**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

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**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

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**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?

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**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?

Yes, Vendor certifies

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**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?

Yes, Vendor certifies

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

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

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

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

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

When applicable, does Vendor certify?

Yes, Vendor certifies

**5 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?

Yes, Vendor certifies

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**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?

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

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

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

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

Vendor certifies one of the following:

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

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

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

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

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

No response

**61 Conflict of Interest Questionnaire Requirement**

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

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

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

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

**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?

Not Applicable

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

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

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

**64 Regulatory Good Standing Certification**

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

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

Yes, Vendor certifies

**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?

Yes, Vendor certifies

**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?

Yes, I certify - NONE (Section A)

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

9 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?

Yes, Vendor agrees

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

0 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?

Yes, Vendor agrees

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

1 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?

Yes, Vendor agrees

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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?

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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?

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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.

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**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?

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**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?

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

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

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

Does vendor agree?

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

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

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

Does vendor agree?

Yes, Vendor agrees

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

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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**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?

Yes, Vendor certifies - NO Reportable Lobbying

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**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.

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**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?

Yes, Vendor certifies

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

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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?

Yes, Vendor certifies

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

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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?

Yes, Vendor certifies



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## 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?

Yes, Vendor certifies

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

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

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

Does vendor certify?

Yes, Vendor certifies

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

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

Does Vendor certify?

Yes, Vendor certifies

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

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

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

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

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

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

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

Does Vendor certify?

Yes, Vendor certifies

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

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

Does Vendor certify?

Yes, Vendor certifies

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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?

Yes, Vendor certifies

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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?

Yes, Vendor certifies

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**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?

Yes, Vendor certifies

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**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?

Yes, Vendor certifies

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**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?

Yes, Vendor certifies

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**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.

YES

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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 230601 Consulting and Other Related Services	Genesis Consulting Partners, LLC
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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
Minneapolis Public Schools, IT Services	Justin Hennes, Senior Information Officer	<a href="mailto:Justin.Hennes@mpls.k12.mn.us">Justin.Hennes@mpls.k12.mn.us</a>	612-668-0245
Florida, Department of Children and Families, Office of IT	Gar Schafer, ACCESS Modernization Program Manager	<a href="mailto:gar.schafer@myflfamilies.com">gar.schafer@myflfamilies.com</a>	850-508-9377
Fairfax County Government, Department of IT	Robert S Barr Jr., Program Manager	<a href="mailto:Robert.barrjr@fairfaxcounty.gov">Robert.barrjr@fairfaxcounty.gov</a>	703-324-3802

**REQUIRED CONFIDENTIALITY CLAIM FORM**

*(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)*

Vendor Entity Name: Genesis Consulting Partners, LLC

Vendor Authorized Signatory Name: Jacob D. "J.D." Weiman

Vendor Authorized Signatory Title: Director of Business Development and Capture

Vendor Authorized Signatory Email: jd.weiman@genesisconsulting.com

Vendor Address: 11 S. 12th Street, Suite 310

City: Richmond State: VA Zip Code: 23219

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

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

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

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

*(Confirm each bullet point and sign below)*

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

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

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

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

*(Confirm each bullet point and sign below)*

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

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

Authorized Signature: J.D. Weiman Digitally signed by J.D. Weiman  
Date: 2023.07.12 11:41:15  
-04'00'

## **VENDOR SUPPLEMENTAL INFORMATION**

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



## Genesis Consulting Partners, LLC

**DBA: Genesis Consulting Partners, LLC**

Cameron Chaplin

1401 E Cary St, Suite 401

Richmond, VA 23219

Phone: (804) 523-8007

[cameron.chaplin@genesisconsulting.com](mailto:cameron.chaplin@genesisconsulting.com)

[genesisconsulting.com](http://genesisconsulting.com)

Certification Number: 675371

### **SWaM Certification Type:**

Small Start Date: 08-17-2020

SWaM Expiration Date: 08-17-2025

NIGP Code and Description:

91800

CONSULTING SERVICES

Pcard: N

Business Category: Consulting Services



**The Interlocal Purchasing System (TIPS),  
Texas Region 8 Education Service Center  
Information Technology, Equipment, Software, and Services**

**Genesis Corporate Overview and Experience Volume**

**Response to Bid**

**#230504**

**SUBMITTED BY:  
Genesis Consulting Partners, LLC  
11 S. 12<sup>th</sup> Street, Suite 310  
Richmond, VA 23219**

**SUBMITTED TO:  
TIPS Cooperative  
Region 8 Education Services Center  
4845 US Highway 271 North  
Pittsburg, TX, 75686**

**SUBMITTED ON:  
05/25/2023**

**ISO 9001:2015  
CERTIFIED COMPANY**



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**1 CORPORATE INTRODUCTION AND SERVICE OFFERINGS**

**1.1 Genesis at a Glance**



Genesis Consulting Partners, LLC is a Small Business and a strategic technology, software, and services consulting firm, focused on delivering IT solutions, enterprise agile consulting, digital transformation services, software development, technology modernization, management consulting, and training & coaching. For more than 14 years, our consultants have provided world-class Enterprise software applications, Technology Support, and Lean & Agile Solutions to customers around the globe with specific experience in the Public Sector, Utilities, Retail and Consumer Products industries. Genesis has delivered at clients ranging from the States of Florida, Nebraska, Georgia, and Virginia to the District of Columbia, Canada, Brazil, the United Kingdom, and beyond. Our team of quality Technical, Agile, and Management Consultants possess the specific expertise and project experience to provide the leadership and comprehensive support and oversight for the most complex and challenging of solutions. We align our highly skilled and experienced professionals with our clients’ strategic vision, mission and needs to reflect our constant goal of furthering business agility and efficiency for our customers.

Genesis Consulting is a small business, founded in 2008, with over 100 individuals currently on staff in our U.S. and Latin American offices, and at client-site locations around the globe. Genesis currently operates in about 30 different locations, across two different continents in support of numerous programs on a global scale.



**Genesis Consulting** has been recognized as a thought leader for Business Agility and ERP Digital transformation.

Take your digital enterprise to the next level. Our teams build transformation strategies, enable technology platforms and enhance customer experiences.



Digital Transformation



Business Agility



Advisory



SAP Silver Partner



SCALED AGILE SILVER PARTNER

**Our Offices**

- Richmond, Virginia USA
- Washington, DC USA
- Fort Lauderdale, FL USA
- Seattle, Washington USA
- Jacksonville, Florida USA
- São Paulo, Brazil



Genesis Consulting is proud to be an ISO:9001 Certified Company and recognized by Inc. Magazine as one of the Fastest Growing Companies in the country. Recently, Genesis was named as one of Virginia’s Top 10 Best Places to Work going into 2023.

As a small business, we understand the importance for the our customers to choose trusted partners that have a deep knowledge and the ability to deliver across a diverse set of consulting and advisory expertise. Our team is adapt at measuring and delivering performance against contract objectives and can be responsive to the changing needs of the federal, state, local, and commercial clients alike. In addition to our global experience, comes our track record in providing technology consulting, hardware, and software support services to the government entities via multiple award, wide scope contract vehicles. Genesis currently operates as a Prime Vendor on the \$300 million DHS SEAD BPA through which we provide a diverse set of agile coaching, business analytics, and technical support services to DHS. We are leading global business agility transformations at commercial clients like Johnson and Johnson, Coca Cola, Ford Motor, and Nike. Additionally, we are performing enterprise level technology projects at Minneapolis Public Schools and consult on a number of efforts in the States of Florida, Virginia, Georgia, and Arkansas some of which have been procured and awarded utilizing our multitude of state term contracts and federal vechiles.

Our commitment to delivering quality products and services to our clients is demonstrated in our innovation and passion for efficiency, value, and quality. Our services and our approach to each client engagement are focused on cost effectiveness, customer benefit realization, knowledge transfer and risk mitigation. Our offerings bring about effective results for our clients. Through senior leadership and hands-on consulting expertise, our team helps organizations promote business effectiveness and efficiency by delivering quality products and services.

### Certifications and Partnerships:

Genesis is recognized as an industry leader delivering an exceptional level of talent and experience in cultivating IT solutions to both Commercial and Public Sector clients. Our firm includes team members that are Project Management Professionals, Certified Scrum Professionals, Certified Scrum Masters, and Lean Six Sigma Green/Yellow/Black Belts. Our team also includes nationally recognized thought leaders of Lean, Agile, SAFe, Microsoft, Atlassian, and SAP solutions that regularly speak at industry conferences worldwide. We are proud to deliver to every project a team of high caliber consultants and coaches with significant career accomplishments and client implementation experience. Genesis Consulting is a certified Small Business with the State of Virginia.





## 1.2 Genesis Service Offerings

Genesis excels in providing diverse services that fall under the TIPS Scope. We provide Digital Transformation, Technology Consulting, Enterprise Resource Planning Software, Software as a Service, DevSecOps, Cloud Technology, Data Security, Software Development, Human Centered Design, and Enterprise Business Agility Technical Services.

Our Enterprise Agility offerings include full-scale Agile Coaching, Training, Implementation, Assessments, Organizational Change Management (OCM), and Independent Verification and Validation (IV&V) Services. We possess expertise and offerings in Lean, Agile, SAFe, Scrum, Kanban, and Lean Portfolio Management (LPM).

Genesis offers ERP Consulting, Implementation, Modernization, and Transformation Services to include: Advisory Services, Strategy and Roadmapping, Business Process Reengineering (BPR), Upgrade Services & Performance Tuning, Implementation Services and System Integration, Application Management Services, Organizational Change Management, Training, Remote Support / Any Shore Delivery, Supplemental Resources, Enterprise Asset Management (EAM), Supplier Relationship Management (SRM) and Ariba, Human Capital Management (HCM), SAP SuccessFactors, SAP ERP Enterprise Central Component (ECC), SAP S/4 HANA, NetWeaver (including PI/PO Integration, Gateway, Fiori, UI5, and Enterprise Portal), Business Analytics/Business Intelligence (BI) / Enterprise Planning, Master Data Management (MDM) / Enterprise Information Management, Customer Relationship Management (CRM), Supply Chain Management (SCM). We feature Subject Matter Expertise in a variety of ERP and software offerings to include: SAP, Concur, Pega, Oracle, Infor, and Microsoft.

The table below exemplifies how our capabilities across the TIPS Scope Specifications and Classifications:

Genesis Meets the Needs of TIPS Members	
TIPS Scope Area	Genesis Core Capability
<b>Data Storage</b>	<ul style="list-style-type: none"> <li>Full Scale Enterprise Resource Planning (ERP) Consulting, Implementation, Modernization, and Transformation Services</li> </ul>
<b>Software &amp; Software as a Service</b>	<ul style="list-style-type: none"> <li>Experienced Implementors of multiple ERP Softwares to include SAP, Concur, Pega, NetSuite, and Infor</li> <li>Experienced Developers with Salesforce, Microsoft, Trello, Zoom, Slack, Docusign, Slack, Tableau, and SonarCloud</li> <li>We are SAP Experts and feature SAP Solutions to include: Enterprise Asset Management (EAM), Supplier Relationship Management (SRM) and Ariba, Human Capital Management (HCM), SAP SuccessFactors, SAP ERP Enterprise Central Component (ECC), SAP S/4 HANA, NetWeaver (including PI/PO Integration, Gateway, Fiori, UI5, and Enterprise Portal), Business Analytics/Business Intelligence (BI) / Enterprise Planning, Master Data Management (MDM) / Enterprise Information Management, Customer Relationship Management (CRM), Supply Chain Management (SCM)</li> </ul>
<b>Cloud Based Technology Services</b>	<ul style="list-style-type: none"> <li>We Implement Software using On Premises, 100% Cloud, and Hybrid Solutions, utilizing tailored approaches based on our client's needs and goals.</li> <li>Support, Implement, and Develop utilizing Amazon Web Services and Microsoft Azure</li> </ul>
<b>Computer Based Educational Systems</b>	<ul style="list-style-type: none"> <li>Lead Modernization and Enhancement of ERP Systems at K-12 School Systems in Florida, Georgia, California, and Virginia</li> </ul>

	<ul style="list-style-type: none"> <li>Led the first K-12 Public Implementation of SAP S/4HANA in the United States</li> </ul>
<b>Technology Consulting Services</b>	<ul style="list-style-type: none"> <li>Business Agility, Lean, Agile, SAFe, Scrum, Kanban, Lean Portfolio Management</li> </ul>
<b>Technology for Transportation Equipment</b>	<ul style="list-style-type: none"> <li>Providing Enterprise Resource Planning Software Implementation and Modernization for Washington Metropolitan Area Transit Authority (D.C.) and Technology and Software Consulting Services for the Central Florida Regional Transportation Authority “LYNX” (Florida)</li> </ul>
<b>Data and Systems Security Services or Equipment</b>	<ul style="list-style-type: none"> <li>Experienced provider of DevSecOps featuring full lifecycle development, security, and operations.</li> <li>Genesis Possesses a Secret Facilities Clearance</li> <li>Supports clients to include Homeland Security and NASA</li> </ul>
<b>Electronic and Online Ticketing Systems</b>	<ul style="list-style-type: none"> <li>Experienced team currently providing Tier 1 through Tier 3 Help Desk and Ticket Support for Government Clients</li> <li>Offer Help Desk, Triage Support, and Emergency Surge Support Solutions</li> <li>Experienced Implementor of Solutions to Improve Ticketing Processes utilizing Metrics-based results</li> </ul>
<b>Management Software and Services</b>	<ul style="list-style-type: none"> <li>Project Management, Implementation, and Customization for ERP Softwares to include SAP, Concur, Pega, NetSuite, and Infor.</li> <li>Technical Consulting Services for Management Software Suites</li> </ul>
<b>Servicing Technology</b>	<ul style="list-style-type: none"> <li>Certified Partner for Microsoft, SAP, Concur, and Atlassian</li> <li>Experienced Service Implementor of Pega, Oracle, NetSuite, and Infor</li> </ul>

**2 CAPABILITIES AND EXPERIENCE**

**2.1 Capabilities, Qualifications, and Clients**

Genesis has a unique qualification of bringing extensive technology consulting, technical professional services, ERP software implementation, and agile coaching knowledge and experience to multiple clients spanning Federal, State and Local Government customers, our Fortune 500 and other Commercial clients. This diversity has lead us to develop and perfect our methods and best practices in a vieriety of different settings, enabling us to bring the very best, tested, and proven approaches and methods to our clients.

We have had the pleasure of supporting important and cutting edge technology projects to include software systems for educational entities, data security and system support for homeland security, management software and services for state government healthcare systems, and technology consulting services for a diverse set of clients across multiple spectums.

Genesis brings consultants, coaches, subject matter experts, analysts, trainers and agilists with Project Management, functional and technical experience combined with extensive ERP, agile, technological, operations, sustainment, and product experience from vast array of clients and solutions. We bring top-tier talent and resources that we know have successfully delivered projects of similar size and scope. Genesis Consulting brings a wealth of consulting, implementation, and software support experience from projects at some of our clients listed below:



We are providing or have provided technology-related goods and services in a multitude of states and counties for government offices, utilities, and school systems across a geographically diverse set of states including Virginia, Texas, Florida, Minnesota, California, Indiana, and Georgia.



Select Genesis Public Sector Examples of IT, Equipment, Software, and Services	
Client	Scope Area
<b>Department of Homeland Security</b>	Data and System Security Services, Technology Consulting Services, DevSecOps, Agile Development, Business Analysis, Program Management, Quality Assurance & Testing
<b>State of Florida</b>	Information Technology, Technology Research, Applications Development, Data Strategy and Management, Quality Assurance, Technology Consulting Services, Business Intelligence Systems Management, Enterprise Resource Planning (ERP) Software Services, Sourcing and Vendor Relationship Management, Business Management, Training, Security Management, Systems Programming, Business Analysis, Program Management, Operations,
<b>State of Nebraska</b>	Technology Consulting Services, Healthcare IT, Advisory Services, DevSecOps, Agile Development, Modernization and Enhancement of Health IT Legacy Systems, UI/UX, Integration, Business Analysis, Program Management, Quality Assurance & Testing, Database Administration, Data and System Security Services
<b>Minneapolis Public Schools</b>	Applications Development, Data Strategy and Management, Quality Assurance, Customer Support, Business Intelligence Systems Management, Enterprise Resource Planning (ERP) Software Services, Sourcing and Vendor Relationship Management, Business Management, Training, Security Management, Systems Programming, Business Analysis, Program Management.
<b>Fairfax County, Virginia</b>	Technology Research, Technology Consulting Services, Applications Development, Data Strategy and Management, ERP, Sourcing and Vendor Relationship Management, Program Management, Electronic Commerce
<b>Fulton County Schools</b>	Technology Consulting Services, Applications Development, Data Strategy and Management, Enterprise Resource Planning (ERP) Software Services, Sourcing and Vendor Relationship Management, Program Management

## 2.2 Multiple Award Contract and Vehicle Management Experience

Genesis is also experienced as a Prime Contractor in both managing and utilizing multiple award Indefinite Delivery, Indefinite Quantity ("IDIQ") style contracts or similarly structured master service procurement vehicles to serve a diverse body of state, local, and federal customers. Our prime multiple award contracts, with their corresponding scope, are exemplified below:

Genesis Multiple Award Vehicles and Master Service Contracts	
Client	Relevant Scope Areas
<b>State of Florida – IT Staff Augmentation and Support</b>	<ul style="list-style-type: none"> <li>• Hardware and Software Support and Staffing</li> <li>• Data, Cloud, and Network Related Services and Staffing</li> <li>• Technology Consulting</li> <li>• Systems and Equipment Support and Staffing</li> <li>• IT Management Software and Services</li> </ul>
<b>State of Florida – Management Consulting Services</b>	<ul style="list-style-type: none"> <li>• Management Strategy and Consulting Services</li> <li>• Project Management</li> <li>• Program Research, Planning, and Evaluations</li> <li>• Mission-based Technology Consulting</li> <li>• Executive/Management Consulting</li> <li>• Technology and Technical Training</li> <li>• Process and Data Systems Support</li> <li>• Systems Alignment and Consolidation</li> <li>• Comprehensive Grants Management Service</li> </ul>

<p><b>Broward County, Florida – IT Staffing and Technical Support</b></p>	<ul style="list-style-type: none"> <li>• Programming, Budget, and Business Analytics</li> <li>• Business Warehouse, SQL Database, and DB/2 Database Administration</li> <li>• UNIX/AIX and Linux Systems Administration</li> <li>• Senior .Net and PHP Web Development</li> <li>• Systems Engineering</li> <li>• Tele-Communications Analysis and Digital Media Development</li> <li>• Interactive Web-Based Training Development and Training</li> <li>• Online Course Development</li> <li>• Training Program Development, Delivery, and Evaluation</li> <li>• Computer Center Operations</li> <li>• Web Applications Development and Web Design</li> <li>• SAP Configuration, Workflow Coordination, and Project Management</li> <li>• SAP BASIS Administration</li> <li>• SAP Security Administration</li> <li>• SAP Employee Self-Service Administration</li> <li>• iXOS Administration</li> <li>• Project Management and Technical Consulting</li> <li>• Network Architecture and Network Security Engineering</li> <li>• VMWare Support, Storage Administration, and Identity Management</li> <li>• Sharepoint OnSite /Office 365 Services</li> <li>• Digital Forensics and Video Surveillance Technical Support</li> <li>• Program Management</li> </ul>
<p><b>Fairfax County, Virginia – IT Staffing and Technical Services</b></p>	<ul style="list-style-type: none"> <li>• Infrastructure Technical Support</li> <li>• Application Development Support</li> <li>• Cyber Security Analysis and Engineering</li> <li>• Geographical Information Systems and Mapping Support</li> <li>• Program and Project Management</li> <li>• Telecommunication Support</li> <li>• Radio and Wireless Communication Support</li> <li>• Audio Visual (A/V) Systems</li> </ul>
<p><b>State of Minnesota – Statewide Vehicle for IT Expertise</b></p>	<ul style="list-style-type: none"> <li>• State Reporting and Technology Consulting Services</li> <li>• Computer Based Educational Systems</li> <li>• Security, Systems Security, and Data Security</li> <li>• Cloud-based Network and Technology Services</li> <li>• Management Software and Services</li> <li>• Hardware, Software, and Software as a Service</li> <li>• Computer Programming, Development, and Architecture</li> </ul>
<p><b>State of Nebraska, Statewide Vehicle for IT, Cloud, and DevOps Services</b></p>	<ul style="list-style-type: none"> <li>• Software Development, Operations, and Management</li> <li>• Agile Application Development</li> <li>• Data and System Security Services</li> <li>• Testing and Warranty Services</li> <li>• Legacy Software Modernization and Modularization Services</li> <li>• Technology Consulting Services</li> <li>• Platform Development and Systems Architecture</li> </ul>
<p><b>Los Angeles Unified School District Systems, Applications, and Products IT Services and Staffing Augmentation</b></p>	<ul style="list-style-type: none"> <li>• SAP Basis and Basis HANA Administration</li> <li>• Solutions Management and Technical Consulting</li> <li>• OpenText and Business Objects Administration</li> <li>• Oracle Database Specialist</li> <li>• SAP Portal, ABAP, Workflow, and eRecruit Development</li> <li>• SAP Fiori and Gateway Development</li> <li>• SRM and SUS Development</li> </ul>

	<ul style="list-style-type: none"> <li>• SAP XI/PI/PO Development</li> <li>• SAP Systems and Programming Manager</li> <li>• SAP BW ETL and Query Development</li> <li>• SAP HANA SQLScript Development</li> <li>• Business Objects Development, Reporting, and Analytics</li> <li>• OpenText and SAP VIM Development</li> <li>• SAP Security Administration (with HCM structural authorization)</li> <li>• SAP GRC Administration</li> <li>• OpenText Security Administration</li> <li>• BMC Control-M Job Scheduling and Control</li> <li>• SAP Data Archiving and Training</li> <li>• SAP Performance and Stress Testing</li> <li>• Citrix with Load Runner for SAP</li> <li>• SAP Finance (FI, CO, FM, GM, AR, CR, AP, AM, PS, Plant Maintenance)</li> <li>• SAP HCM (HR, Payroll, CATS (Time), Benefits, eRecruit, ESS, MSS, SuccessFactors)</li> <li>• SAP Procurement (SCM, SRM, MM, WM, SUS, Travel, Concur)</li> <li>• SAP Business Intelligence (BW HANA, Business Objects)</li> <li>• OpenText Functional Analysis</li> </ul>
<p><b>DHS Services Enabling Agile Delivery (SEAD) BPA</b></p>	<ul style="list-style-type: none"> <li>• Software Development, Security, and Operations</li> <li>• Cloud-based Technology Services</li> <li>• Management Software and Services</li> <li>• Agile Coaching, Engagement, and Implementation</li> <li>• Enterprise, Process, and Technical Coaching/Consulting Services</li> <li>• Business Analytics and Program Management</li> </ul>
<p><b>General Services Administration Multiple Award Schedule (IT Services)</b></p>	<ul style="list-style-type: none"> <li>• IT Program and Project Management</li> <li>• Agile Coaching, Engagement, and Implementation</li> <li>• Enterprise Resource Planning Software Implementation</li> <li>• Commercial of the Shelf Systems Configuration</li> <li>• Software as a Service</li> <li>• Application Development</li> <li>• Systems Development, Programming and Administration</li> <li>• Scrum Master and Scrum Facilitation</li> <li>• Cloud Services</li> <li>• Cognitive Computing</li> <li>• Conversion and Implementation</li> <li>• Database Planning, Architecture, and Design</li> <li>• Internet of Things (IoT)</li> <li>• Migration and Network Services</li> <li>• Programming and Development</li> <li>• Systems Analysis, Design, Architecture, and Implementation</li> </ul>

**3 EXAMPLE EXPERIENCES AND CASE STUDIES**

Genesis services clients across the federal, state, local, and commercial sectors, allowing us to develop best practices and expertise with a multidisciplinary scope. This lends well to diverse, multiple award, indefinite delivery contracts servicing a diverse, but unique, group of member entities.

The experience examples below are a representative sample of our recent performance to demonstrate how Genesis is currently providing services indicative of the TIPS scope. Case studies for each project listed have been provided below the summary table.

Clients	Technology Consulting	Software / SaaS	Cloud Technology	Management Software and Services	Data and Security Systems Services
State of Florida, DMS PeopleFirst	✓	✓		✓	✓
Florida, DMS UI/UX	✓			✓	✓
Florida, DCF Tech. Consulting and Modernization	✓	✓	✓	✓	✓
State of Nebraska iServe	✓		✓	✓	✓
Minneapolis Public Schools Functional and Technical Consulting	✓	✓	✓	✓	✓
Fairfax County .CICS COBAL to .Net Conversion and .NET and PL/SQL Development	✓	✓	✓	✓	✓
Johnson and Johnson Global	✓		✓	✓	✓
DHS, USCIS Person Centric Identity Services (PCIS)	✓	✓	✓	✓	✓
NASA Business and Administrative Systems Office (BASO) and Financial Resources Support	✓	✓	✓	✓	✓
USDA, Office of the Chief Financial Officer (OCFO) ezFedGrants	✓	✓		✓	✓
Centers for Medicare and Medicaid Services (CMS) Marketplace Systems Integrator (MSI) Services Contract	✓	✓	✓	✓	✓

### 3.1 State of Florida, Department of Management Service PeopleFirst System Support

<b>Agency Name</b>	State of Florida, Department of Management Services (DMS)
<b>Name of Project</b>	PeopleFirst IV&V (ERP) SAP HR and (HCM) SuccessFactors Systems Oversight
<b>Project Value</b>	\$422,589.09
<b>Project Duration</b>	08/01/2014 - 6/30/2023

#### Description of Project

Genesis serves the State of Florida as a provider of Technical Consulting and Advisory Services to provide consulting, integration, and strategic services for the People First system. PeopleFirst is the State of Florida’s online, self-service, human resource information system (HRIS) that handles the state’s secure, web-based human resources services. The solution supports over 210,000 users including the employees of all 34 state agencies, employees of all 12 state universities, and all state retirees who have elected to continue with health or retiree life insurance benefits. PeopleFirst supports four payroll groups and 13 collective bargaining units with numerous work schedule variations. There are two service centers handling over 30,000 calls per month. Recruiting is supported by the PeopleFirst system and since May 2003 and more than 148,000 State of Florida positions have been posted in PeopleFirst with more than 10.7 million employment applications submitted for those positions.

The goal of the PeopleFirst system is to provide an online tool that streamlines and standardizes human resource processes across the state ensuring fairness and consistency in state employment and allowing employees and managers to more efficiently and effectively manage their teams. This secure, Web-based HRIS is comprised of modular SAP, SuccessFactors and third-party technologies that support a scope of services that includes: Appointments and Status, Attendance and Leave, Benefits Administration, Classification and Organizational Management, Payroll Preparation, Performance Management, Learning Management, Recruitment, and Reporting.

Genesis was consulted to provide:

- Provide ongoing IT functional and technical expertise to the State of Florida
- Act as a trusted advisor to support the technology, mission, and objectives of the People First program
- Lead solution discussions for strategic IT software implementation and upgrade planning
- Provide IV&V services to review and support the work of the outsourced vendors supporting People First
- Perform Call Center and Technical Advisory Reviews to support the assessment and achievement of IT KPIs and SLAs

Genesis served as a subcontractor to KPMG LLC and provided subject matter expertise in the review of the Integrated Retirement Information System (IRIS) technical landscape, as previously implemented by Deloitte. Genesis personnel provided Modernization Review services for the DMS Retirement Division for the legacy IRIS 1.0 Architecture and the upgraded IRIS 2.0 architecture to access gaps and capabilities. The legacy IRIS architecture (1.0) is client-server and based on PowerBuilder noting that this technology has lost market share and industry traction over time and as such is no longer considered a modern or viable development platform by industry experts and the development community. DMS Retirement Division continues to use IRIS 1.0 architecture for some agency functionality. Meanwhile, the upgraded IRIS architecture (2.0) was modernized over the past three years to a platform more widely adopted by the technical industry, the Microsoft .NET platform; however, the agency still seeks additional speed and functionality for supporting retiree calls and other tasks.

#### Performance Work Statement and Scope

##### Assessment, Road-mapping, and ERP Strategy:

People First is based on an SAP ERP (Enterprise Resource Planning) platform and SuccessFactors cloud solutions with other applications integrated and interfaced into this platform. The human resources HR BPO contract with NorthGate Arinso (NGA) provides for two PeopleFirst Service Centers to meet customer needs and support these applications. Genesis was engaged with partner KPMG to act as the solution experts and technology advisors to oversee the design and development of the implementation and upgrade of the SAP and SuccessFactors solutions. Selected highlights of the technical components and solution features that Genesis supported include:

- **SAP Strategy and HANA Roadmap:** Lead the development of an SAP Strategic Roadmap including

functional and technical upgrades, implementation of new functionality, Roadmap to HANA, BW/BOBJ implementation, and Portal Upgrades. Facilitated discussions between the State and SAP on updated software requirements to support the roadmap, as well as updated license agreements.

- **Services Provider Selection (ITN Preparation, Solicitation, and Selection Support):** Supported the development of solicitation documents, reviewed proposal responses for SAP technical and functional accuracy, proposer approach validity and reasonableness, and proposer’s overall ability to meet the requirements of the State.
- **SAP Technical Upgrade:** Provided SAP NetWeaver specialists to review the design, architecture, approach, testing results, and make recommendations for improvement. Worked with integrator to optimize the network, hardware, security, and overall SAP environment. Conducted site visits to review SAP hardware, Basis and NetWeaver configurations, review and recommend SAP OSS and EhP considerations, review security environment, review integration and performance testing.
- **SAP SuccessFactors Implementation:** Provided functional and technical support on the design, configuration, testing, and implementation of SAP SuccessFactors Talent Management solutions.
- **SAP UI5 Portal Upgrade:** Provided strategic and program management, as well as technical and functional support for the UI5 Upgrade to the People First portal. Conducted technical reviews of infrastructure, security, penetration and vulnerability and performance of networks and infrastructure. Reviewed all testing phases and defects to support “Go/No-Go” decisions.
- **SAP BW/BOBJ Implementation:** Provided program management, functional and technical support of the design, configuration, testing and implementation of SAP Business Warehouse and Business Objects.

**Project Results and Outcomes:**

Genesis drove solution discussions for strategic SAP implementation and upgrade planning in addition to providing Independent Verification and (IV&V) services to review and support the work of the outsourced vendors supporting PeopleFirst. Throughout this process, the DMS, PeopleFirst and State employees continue to realize the benefits of the improved systems. The self-service and user-friendly interface strengthens the state’s ability to efficiently and effectively manage HR teams, systems and processes across all essential departments.

Genesis is the sole provider of SAP Services to support this scope of work and has provided ongoing SAP functional and technical expertise to the State of Florida’s Department of Management Services. PeopleFirst continues to engage Genesis as a trusted advisor to support the mission and objectives of their comprehensive human resources programs. As a result of exceptional services, Genesis’ contract with the State of Florida has been extended and re-awarded several times since 2014.

As a result of our work on this contract, our team:

- Conducted Technical Planning and Scoping Session to field questions and discussion design plans as part of the project discovery and planning phase.
- Developed coded user interface (UI) templates for the pages based on our UI/UX Assessment recommendations and findings, as well as feedback provided by project stakeholders.
- Improved users’ experience on forms by providing clear error feedback, restructuring label and input fields, implementing auto-population, using date-pickers, and developing multi-page forms.

**3.2 State of Florida, Department of Management Services UI/UX**

<b>Agency Name</b>	State of Florida, Department of Management Services (DMS)
<b>Name of Project</b>	DMS Technical Advisory Services
<b>Project Value</b>	\$259,401.25
<b>Project Duration</b>	01/14/2020 – 06/30/2023

**Description of Project**

Genesis serves the State of Florida as a provider of Technical Advisory Services on the team under this contract to provide consulting, IV&V, and UI/UX services.

Genesis, as a subcontractor to KPMG, was contracted to perform a UI/UX and IV&V before leading a major



Website redesign and implementation for the Department of Management Services, Retirement Services FRS Online portal. The updates include significant improvements to the user interface (layout, design elements, form designs, branding), as well as functional enhancements and new programming logic, providing FRS Online users (external and internal DMS Retirement Division employees) a modern, more-intuitive user experience. The existing DMS FRS website would need a more modern look & feel, modern browser agnostic capabilities, and improved website functionality.

### Performance Work Statement and Scope

#### Assessment and Review:

Genesis provided a UX/UI Assessment and Review of the DMS FRS website. DMS requested an assessment of the FRS Online portal user interface with an objective of identifying problem areas in addition to learning best practices for modernizing the portal's user interface and enhancing its users' experiences. Genesis conducted questionnaires, interviews, reviewed visual pages, completed a UX/UI checklist, accessibility scans, and development of proposed design mockups as part of the project scope.

#### Architectural Consulting and Modernization:

Genesis Consulting developed coded user interface (UI) templates for the pages based on our UI/UX Assessment recommendations and findings, as well as feedback provided by project stakeholders. Genesis conducted numerous meetings with DMS' internal team members (Director, bureau chiefs, employees) and our Website Designers and Developers in order to improve the FRS Online information architecture, and make sure the site is current, modern and intuitive.

- Genesis designed and developed the new UI layout and structure for FRS Online, and has first-hand experience with current, legacy site challenges.
- Genesis established a positive, collaborative workflow with DMS Retirement ensuring a smooth development "production line."
- Genesis provided UI/UX and copy recommendations, as well as accessibility considerations on the development of the new FRS Online site pages.
- Genesis has knowledge of DMS branding styles, including participation in the development of new stylistic and text approaches to the future FRS Online application, ensuring consistency in the look and messaging of the platform.
- Genesis made stylistic improvements to IRIS 2.0 the DMS Retirement application for supporting its customers – and the changes provide an updated, modern and branded look.

Genesis and KPMG are implementing UI/UX assessment findings and developing the future FRS Online user interface. Our tasks and responsibilities include:

- Developing the new FRS Online logo (brand, colors, typography, etc.)
- Creating a mobile-first user interface incorporating the Bootstrap framework for rapid, consistent page template development.
- Coding Phase 1 and Phase 2 page templates to be used in the FRS Online application, including developing the header, sidebar, content area(s) and footer for more updated and intuitive site.
- Collaborate with DMS stakeholders (Director, bureau chiefs, employees, etc.) in numerous teleconference meetings in order to learn about current, legacy FRS Online challenges and provide our recommendations for solutions needed to improve UI/UX experience(s)
- Recommend accessibility considerations when needed in order to make the interface accessible
- Setup an online repository where DMS and development partners can access all the code developed for the FRS Online screens.
- Continued analysis of legacy and updated FRS Online page to ensure the solutions are the most intuitive for target users, which includes functional and layout (design) analysis.

#### Project Results and Outcomes:

Genesis and KPMG participated in a Two-Day Technical Planning and Scoping Session to field architectural questions and discussion points as part of the project discovery and planning phase. Following the UX/UI FRS Website review project we found several UX/UI areas where improvements to the design, layout or workflow logic are warranted. These areas include:

- Develop a mobile-friendly website portal with a mobile-first approach to the user interface and content

- structure.
- Include FRS Online branding within the portal – ideally within a well-defined header.
  - Implement clear titles/headings first on every page.
  - Include an introductory paragraph or sentence describing what each page is about and/or what the user should expect to accomplish on that page.
  - Update the portal’s layout structure to include a well-defined header (branding and navigation), body (main content) and footer (copyright, disclaimers, policies, etc.).
  - Improve users’ experience on forms by providing clear error feedback, restructuring label and input fields, implementing auto-population, using date-pickers, and developing multi-page forms.
  - Format page content with headings and use ordered and unordered lists to make the page content easier to read and scan.
  - Update form code to ensure forms are accessible by people with disabilities.
  - Develop clear calls-to-action buttons on forms or pages where other actions are available.
  - Review all page content to make sure it is up-to-date and include only one help button per page while ensuring the help is relevant to all the content on that page.
  - Redesign tables with alternating row backgrounds, making it easier for users to scan the contents of the table rows.

### 3.3 State of Florida, Department of Children and Families Tech. Consulting and Modernization

<b>Agency Name</b>	Florida, Department of Children and Families (DCF)
<b>Name of Project</b>	Technology Consulting and Advisory Services for ACCESS System Modernization
<b>Project Value</b>	\$310,782.80
<b>Project Duration</b>	9/1/2022 - Present

**Description of Project**

The State of Florida Department of Children and Family (DCF) has embarked on the ACCESS modernization initiative to improve access, outcomes, cost, accountability, and quality of DHHS services. DCF intends ACCESS to be adaptive and incremental, enabling the state to move from a siloed and mainframe-based system to an integrated service delivery model that is family and person-centered, focused on improving the overall health and well-being of all family members. This transformation initiative will be enabled by the implementation of the Consumer Self Service Portal and Worker Portal functionality to further and aid the State Medicaid and Economic Assistance programs. Functionality for this solution will include, but not be limited to, support for Medicaid, SNAP and other eligibility applications. Our team is responsible for providing strategic oversight, product management support, and incremental delivery through agile development models well as providing policy expertise on Federal healthcare, human services, and the Center for Medicare and Medicaid Services (CMS) to support DCF with healthcare related missions.

**Performance Work Statement and Scope**

Since September 2022, Genesis has been providing strategy and management support for the Florida ACCESS Modernization effort. We have been providing subject matter expertise in Strategy and Planning, Product Management, Technical Solution Design, Agile Delivery, RFP/IV&V/Oversight, and Organizational Change Management. During the planning and RFP phase, we supported DCF in vendor selection and oversight to set the foundation for sound RFP processes and documentation, and for building the vision of the new modernized ACCESS solution. We created selection guidance workbooks and assisted in developing questions for the selection phase presentations. Through the design phase we have brought tools and templates to facilitate discussions, workshops, and deliverable creation and have participated in multiple design sessions to provide subject matter expertise on policy and technical decisions. We will continue to support through the development phase and provide industry best practices in product management, agile delivery, and policy oversight.

Genesis Consulting has developed a Health and Human Services Innovation Lab that includes assets, templates, accelerators, working software solutions for mobile and desktop benefit eligibility and application simulations (e.g., Medicaid, SNAP, TANF). Our library includes user research, personas, UX designs, Medicaid Question Flows,



Economic Assistance Question Flows, Disability Benefits Question Flows, Implementation Backlogs (Epics, Features, Stories), Acceptance Criteria/Requirements Traceability, Test Cases, Automated Test Cases, CMS Operational Readiness Reviews, WAVE Accessibility Test results. We leverage these assets as reference tools to support DCF as they modernize their HHS benefits eligibility solutions.

**Project Results and Outcomes:**

Our extensive experience of providing consulting and delivering Agile projects in the Public Sector has enabled us to provide subject matter expertise to DCF. We are supporting the culture and processes of DCF as they move to leverage agile software development practices. We have developed guidance on clearly defined roles and responsibilities, processes, and mutual accountability between government and contractor. We also have tailored assessment tools, training and workshops and have provided introductory agile training for over 50 DCF staff.

As a result of our work on this project, our team has:

- Conducted review of current system functionality and policy to draft flows to support the design phase.
- Developed guidance to aid in the selection of vendor resources and documents to support an agile working model for the planning and development phases.
- Increased awareness of policy compliance and human centered design practices across project team.

All services to date have been delivered on time, on budget, and within scope.

### 3.4 State of Nebraska iServe Agile Application Development

<b>Agency Name</b>	State of Nebraska, Department of Health and Human Services (DHHS)
<b>Name of Project</b>	Nebraska iServe - Agile Application Development
<b>Project Value</b>	\$7,171,400
<b>Project Duration</b>	05/10/2021 - 07/31/2022

**Description of Project**

The State of Nebraska has embarked on the iServe Nebraska Program initiative to improve access, outcomes, cost, accountability, and quality of DHHS services through an integrated, consumer-centric model of practice, across all programs. DHHS intends iServe Nebraska to be adaptive and incremental, enabling the state to move from a siloed and program-based business model to an integrated service delivery model that is family and person-centered, focused on improving the overall health and well-being of all family members. DHHS aims to ensure that Nebraskans have the resources needed to become self-sufficient and high contributing members of their communities. This transformation initiative will be enabled by the implementation of the iServe Nebraska Platform, an information and technology platform initially supporting Integrated Benefits Eligibility and Enrollment Management (IBEEM) functionality to further and aid the State Medicaid and Economic Assistance programs. Functionality for this solution will include, but not be limited to, support for Medicaid, TANF, SNAP and LIHEAP eligibility applications. Our team is responsible for building, implementing, developing, and sustaining modern technologies on cloud-based platforms that integrate IT and healthcare services including the design, development, creation, use, and maintenance of the iServe Nebraska portal. This includes APIs and integration services to legacy applications and systems that support the DHHS as well as Federal healthcare, human services, and the Center for Medicare and Medicaid Services (CMS) to support federal and state government agencies with healthcare related missions.

**Performance Work Statement and Scope**

**Advisory Consulting Services and Agile DevSecOps**

Genesis is currently providing operational, technical, sustainment, and maintenance services for the Nebraska DHHS systems and interfacing with information systems. Areas that the iServe Nebraska program and contract specifically addresses include the following:

- Health Services technology development, testing, deployment, and support for health benefit processing services & Health system related enhancements that facilitate Integration the Federal and State levels
- Integration of Health Systems across Services systems, key Federal Agencies (CMS and Federal Marketplace), and Public Healthcare Systems
- Modernization and Enhancement of Health IT Legacy Systems Automation of Benefit Application and

#### Administration Processes

- Developing Best Practices and Standards for Health IT Services in Benefits applications and administration processes

The innovation and solution development that the iServe Nebraska portal includes bringing modern cloud-based solutions into the enterprise architecture for the DHHS. Genesis technical architects are guiding the architectural decisions and planning and implementing various solutions, tools, and applications to support the initiative. As part of the process, Genesis technical staff determined authentication and authorization options for the State, utilizing OpenID, OAuth2, SAML, Federation, and Premium with MFA.

The program is building a microservice architecture using Docker and Azure Kubernetes Services for its APIs along with cloud-based single-page web applications using React and Azure Static Web Applications to provide an intuitive end-to-end Health Benefits application solution. Microsoft Azure DevOps and Microsoft Azure Cloud are used for operational, organizational, and hosting needs. The core software stack is Java based using Spring, React, Docker, Maven, JUnit, Selenium, and JMeter, among others. Active form and session data uses Azure CosmosDB for simple state retention and Azure SQL Server for long term retention. We also provided single sign-on to web applications using Security Assertion Markup Language (SAML) and OIDC integrated with Azure Active Directory B2C.

Our team also utilizes Docker and Azure Container Instances (ACI) to test the Remote WebDriver configuration as part of our configuration management and testing activities. This can be at least one standalone Chrome container or at most a full Selenium Grid depending on pipeline utilization. Previously, CI/CD Agent pools were having resource utilization issues and pipelines were taking too long or were in contention on conflicting resources. Genesis implemented clean up scripts and reorganized pipeline tasks to increase efficiency and reduce wait time on task completion. Genesis also cleaned up these agents to improve efficiency and established networking amongst the services locally using Kubernetes and Istio. This improved communication and templating required for the cloud networking for the State.

#### **Database Management and Administration Support:**

Genesis Consulting provides ongoing program management support to deliver the iServe Nebraska solution. We have established a Leadership Steering Committee at the Portfolio level to align agency mission, strategic direction of technology solutions, and prioritization of portfolio initiatives. We support discussions on investments, enterprise architecture, business cases, value delivery, and leadership alignment to ensure there is a clear vision and roadmap for the program. Key measures are tracked and monitored to ensure performance and quality are delivered at the Team and Program levels. Team Genesis supports the CIO in areas of policy and compliance to ensure architectures, solutions, and applications are compliant with State and Federal policies and regulations. Examples of work performed by Genesis Consulting in this task area are described below:

- **Portfolio Planning:** For the iServe Nebraska Portal initiative, facilitate and align strategic planning efforts with Product Vision, Agency Mission, Investment priorities, and Enterprise architecture objectives. Utilizing SharePoint, JIRA, Web Portals, and Microsoft Tools, we publish quarterly roadmaps that prioritize business value, investment, benefits, and team capacities.
- **IT Governance:** Utilizing JIRA and Confluence, we created an agile governance model that empowers teams and Product Owners/Managers to make business and development decisions, but have Business Owners drive key policy, process, and compliance direction. Risks, issues, and key decisions are escalated to the Portfolio Council for review and key decisions.
- **Analytics and Data Management:** As part of the iServe Nebraska solution, analytics, data management, data warehousing are all part of the solution architecture and application capabilities. Verification of citizen information submitted in applications, integration with external Federal systems to validate data (e.g., ACA Marketplace), reporting on key application and benefit data, are all part of the solution design and scope.
- **Business Consulting and Business Process Reengineering:** As new solutions are designed and developed, Genesis brings experience and best practices from other Health and Human Services solutions. Genesis is coaching Product Managers and Product Owners to focus on optimizing efficiencies and streamlining business processes. We incorporate best practices into the solution development which in

turn, results in re-engineering business processes. Automating manual benefit application support processes, will be vastly different in the future solutions, and we will work with users to improve the user experience and optimize their efficiencies in their daily tasks.

- Organizational Change Management (OCM): Since this program is changing the way citizens, State Employees, and Vendors interact with DHHS, there is a significant Organizational Change and Communications component to this program. The OCM teams are integrated into the program, have key activities and dependencies with the management team, the agile delivery teams, and the deployment and operations teams.

**Project Results and Outcomes:**

We successfully leverage the Scaled Agile Framework (SAFe) to lead a highly effective Agile organization that consists of 3 Agile teams which are organized into one Agile Release Train (ART). The Genesis team applies concepts from SAFe to effectively manage Agile delivery of multiple teams in a consistent and coordinated manner. We leverage Scrum and Kanban to ensure predictability and enhanced communication. In less than 9 months we were able to complete development and testing to deploy the initial launch of iServe Nebraska Portal on time. To optimize the performance of our Agile teams at Nebraska, we established a robust CI/CD Pipeline that automates the entire flow from pull request through testing through deployment to the correct environments. By creating the automated pipeline and using infrastructure as code concepts, we’re able to better adjust and accommodate changing priorities and reduce costs related to infrastructure and deployments compared to legacy system.

As a result of our work on this project, our team:

- Created and maintained continuous delivery pipeline to multiple azure environments
- Developed security protocols and deployment gates to support OCIO needs
- Established processes for maintenance, security patches, and regular enhancement deployments

### 3.5 Minneapolis Public Schools Functional and Technical Consulting

<b>Agency Name</b>	State of Minnesota, Minneapolis Public Schools (MPS)
<b>Name of Project</b>	MPS SAP Functional & Technical Consulting Services
<b>Project Value</b>	\$7,069,065.96
<b>Project Duration</b>	09/2017 - Present

**Description of Project**

Minneapolis Public Schools (MPS) successfully implemented SAP innovation solutions in January 2019 with the final phase of its planned business transformation. Solutions implemented include SAP SuccessFactors, SAP New G/L and SAP SRM Procurement for Public Sector. After a full upgrade in early 2018 to position MPS for cloud and digital services, the new SAP applications are designed to the tighten data integration, reduce manual processes and support executive goals to spend funds more efficiently in support of improving the educational experience.

Through a close partnership, Genesis Consulting guided MPS through the selection and implementation of their SAP Roadmap and provided management, integration and change management consulting to MPS. MPS chose to invest in its SAP platform as it could enable simplification and standardization of their business processes, integrate the latest SAP Cloud technologies, reduce costs, and improve HR, Procurement and Finance operational performance.

**Performance Work Statement and Scope**

Minneapolis Public Schools contracted with Genesis for specific expertise and project experience for laying out a road map and implementation plan for technical platform solutions and future functional application innovations in MPS’ SAP environments. Under this project engagement, MPS engaged Genesis Consulting in multiple phases for the implementation of SAP Technical Upgrades and new components as a prerequisite for future business initiatives at MPS.

After a careful analysis of the current release and infrastructure of the SAP systems at MPS and the upgrade goals and infrastructure requirements of the target releases of the various SAP systems, Genesis recommended MPS

adopt an upgrade strategy that met the goals of their HANA, New G/L SRM and SFSF projects, and also prepared the landscape for a future optional migration to the cloud while reducing risk and cost.

The main business drivers for the upgrade included the following:

- Business user demand for new functionality in contract management, procurement and human resources to improve operational excellence, enable innovation, and reduce manual data entry
- Desire to increase process efficiency and thus reduce the total cost of ownership (TCO), particularly in terms of the total cost of operations – for example, by returning SAP software modifications and custom developments to SAP standard functions; and retiring redundant legacy systems (e.g. Novartis)
- Requirements from IT, such as planned infrastructure updates and consolidation projects that can be combined to take advantage with an upgrade (e.g. take advantage of the opportunity of the new hardware environment by performing the upgrade on the latest Windows and SQL Server platforms)
- SAP release and future migration strategy: Prepares MPS with the prerequisites (Unicode, target software releases & database/hardware) to migrate to HANA while providing the opportunity to evaluate the benefits and test scenarios

**Project Results and Outcomes:**

- Increase integration, linking of business processes, decrease costs, improve compliance and lower operational costs
- Process efficiency/Process improvements
- Reduce manual intervention – Recruiting and onboarding
- Audit finding related to data entry errors– Eliminate double entry to solve this problem
- Linked MPS strategy with IT execution - accelerate organizational integration between different areas through an end-to-end process approach
- System performance is highly improved in the new enhancement packs. This aids in conversion of contracts as well as maintaining any large contracts/files for attachment within the system
- Implemented new SRM PPS capabilities for contract management, bidding and supplier registration
- District-wide Spend Visibility and Analysis – leverage buying power with vendors
- Migrate from Novatus – Closes the loop between procurement and sourcing to realize negotiated contracts and benefits
- Increased business process efficiencies and integration between SRM and ECC
- Corrected payroll configuration issues
- SAP “new” GL – Significant improvement in transparency and reporting
- Ability to create our own CAFR (Comprehensive Annual Audit Report)

### 3.6 Fairfax County .CICS COBAL to .Net Conversion and .NET and PL/SQL Development

<b>Agency Name</b>	Fairfax County, Virginia
<b>Name of Project</b>	FCPS Tax Application Business System (TABS) Development and Modernization
<b>Project Value</b>	1,034,554.59
<b>Project Duration</b>	05/1/2020 – 06/30/2024

**Description of Project**

Fairfax County, Virginia is the largest county in the Commonwealth of Virginia with over 1.2 million residents, and is the most populous jurisdiction in the Washington DC Metropolitan area (DC, VA, MD). Genesis will be involved in design, development, coding, customization, configuration, testing, and deployment in support of enterprise packaged solutions. Genesis will provide .NET development and PL/SQL support as part of the TABS project.

**Performance Work Statement and Scope**

Genesis will be involved in design, development, coding, customization, configuration, testing, and deployment in support of enterprise packaged solutions. Scope of services under this Statement of Work includes but are not

limited to:

- Enhance existing business application systems by analyzing business objectives, confirming functional and non-functional requirements, extend functionality of existing application through iterative prototyping development, testing, and refinement
- Utilize established development tools, guidelines and conventions including but not limited to .NET, .NET Core, SQL Server, Visual Basic and integration to other internal business solutions
- Prepare and maintain code for various .Net applications and resolve any defects in systems.
- Prepare test-based applications for various .Net applications.
- Manage defect tracking system and resolve all issues and prepare update for systems.
- Investigate and develop skills in new technologies.
- Create technical specifications and test plans.
- Perform requirements gathering, design, prototyping, development, testing and deployment of functioning code to support the Fairfax County Admission Tax Application capabilities.
- Fulfill full project life cycle tasks to include meeting with end users to gather requirement, supporting end users in testing, and giving postproduction support.
- Design and develop the new TOT module using MVC framework and C# as the core language.
- Develop rich user interfaces using HTML5, CSS3 and C# Razor pages.
- Utilize WebApi HTTP methods to perform CRUD operations.
- Perform attribute routing and error handling using MVC filters.
- Design Database tables for TOT and support data migration from MF.
- Work on business heavy backend batch processes and create them using PL/SQL.
- Construct and modify Tables, Stored Procedures, and Functions using PL/SQL.
- Perform code reviews and maintain code versions in TFS and GitHub.
- Migrate TABS project from TFS to Github and create Azure DevOps pipelines for auto deployments

**Project Results and Outcomes:**

Our Team is currently working under the third generation of contracts with Fairfax County and continues to provide outstanding technical expertise in establishing the required solution landscape modernizing and sustaining their Tax Application system.

### 3.7 Johnson and Johnson Global Lean Agile Technical Implementation

<b>Agency Name</b>	Johnson and Johnson, Medical Devices Division
<b>Name of Project</b>	Global Lean Agile Technical Implementation
<b>Project Value</b>	\$1,439,534.66
<b>Project Duration</b>	06/2019 – 03/31/2021

**Description of Project**

Johnson and Johnson (JNJ) is a global provider of healthcare related goods and services featuring over 140,000 employees worldwide. JNJ contracted with Genesis to approach a technological methodology and cultural paradigm shift in moving from a more traditional IT, project centric and waterfall structure to a Lean, Agile, decentralized approach to better empower and enable their global teams. For this mindset shift to be successful, the organization leadership evolved with a strategic focus being customer-centric rather than solution-centric. In an environment full of constant change due to ongoing and emergency campaigns such as humanitarian crises, natural disasters and conflict situations, the distributed IT team of this organization is constantly under pressure to enhance, build and deploy cross-platform product features which would enable them to successfully reach the right donors and disperse relief to the people in need.

**Performance Work Statement and Scope**

Genesis is currently engaging with Johnson and Johnson and other partners to support the assessment, strategy, planning, and establishment of agile standards, practices, and techniques for JNJ Medical Devices Division. Our staff are enabling and launching coaching teams on a regional basis in North America as well as in two other regions



worldwide. These agile teams first assessing regional team level maturity and then developing transformation plans towards modernization. Tasks include defining team enablement requirements, training and coaching, product roadmap development, the facilitation of program increment training and other program planning activities. Coaches will work with regional teams to build Epics, Features, and Stories as well as improve overall efficiency and management practices via the implementation of agile methodology.

Our Agile Coaches set three specific expectations and targets:

- 30% reduction in “Time to Market”
- 25% decrease in overall project cost
- Deliver completed features with a 3 X higher project success rate vs our previous Waterfall approach.

Ultimately the intent was to ensure donation funds were allocated to initiatives and capabilities that were prioritized in greatest need. This new organizational strategy required to deliver complex customer experiences across many systems, with limited foresight into real business requirements or best practices, and with the flexibility to adjust our approach and scope as we execute and release it to the public.

Our Agile Coaches needed to innovate in real time. We needed to be nimble. Traditional Waterfall / PMI / SDLC approaches were already failing in these conditions. Traditional Scrum did not suffice. We needed an agile framework that could scale and balance iterative work with a cadence of product planning. We applied Lean Agile principles and a Tribal Leadership model to achieve the desired expectations.

#### **Project Results and Outcomes:**

Through three 3-month phases we had sufficient information (e.g. sprint reports / burn down / burn up) to begin optimizing pods, squads and tribes. The organization increased productivity in iterations by minimizing injections and establishing better synchronicity between squads. We also optimized work sizes to reduce risks and increase value delivery.

Increased Team Engagement and Confidence: An independent Agility Health assessment reported:

- 84% of team members had higher level of engagement and enjoyment of work
- 86% of teams reported excitement about their personal development, as their roles changed, and their skills emerged from “I” to “T”
- 100% of team members reported Stakeholder confidence in ability to deliver quality work and value to the business.

Increased Team Productivity: Teams increased their productivity by an average of 30% increasing throughput, featured delivered, and stories completed. The previous Waterfall / SDLC approach was not even able to provide accurate team productivity and velocity measures.

Lean Scopes of Work: The value-centric approach resulted in a 90% decrease in Business Owner conflicts over priority. There was a cancellation of 20% of projects since value and ROI were not prioritized. There was a significant decrease in scope for another 20% of projects (reducing to MVP only). This of course resulted in more capacity to deliver higher value work.

- Genesis has led the global Business Agility transformation for Medical Devices. We have been coaching teams in various groups including Digital Surgery, Product Lifecycle Management, Digital Services, and Cardiovascular and Specialty Services, in the North America, Latin America, Europe and Asia regions to improve productivity and efficiencies.
- Genesis worked with JNJ MD Leadership to establish a Lean Agile Center of Excellence. This team of agile advocates and coaches developed an agile framework, transformation strategy and roadmap, and became the central resource to provide agile leadership, guidance, and support to agile teams across the globe. Videos, presentations, town halls, coaching sessions, strategy and roadmap building, are a few examples of the guidance the COE has provided.
- Genesis worked with the CIO and Executive Leadership team to provide ongoing education and coaching

to align with business agility goals. Worked with leaders to develop an annual strategic plan and develop individual leadership agility goals. Conduct quarterly assessments and review of progress toward achieving agility goals.

### 3.8 Department of Homeland Security, U.S. Citizenship and Immigration Services PCIS

<b>Agency Name</b>	Department of Homeland Security (DHS), U.S. Citizenship and Immigration Service (USCIS)
<b>Name of Project</b>	Person Centric Identity Services (PCIS) Technical Oversight Support
<b>Project Value</b>	\$7,324,890
<b>Project Duration</b>	04/01/2021 - 11/30/2022

**Description of Project**

The U.S. Department of Homeland Security (DHS) Citizenship and Immigration Services (USCIS) is the federal agency that oversees and administers the country’s naturalization and immigration system. On a typical day, over 19,000 USCIS employees work to adjudicate over 25,000 requests for immigration benefits, field over 50,000 phone calls, serve 2,200 customers at 86 field offices across the US, and welcome 2,000 new citizens at naturalization ceremonies. On average, USCIS.gov hosts 335,000 unique sessions daily, and at over 130 application support centers, fingerprints and photographs 13,000 people as part of the identification verification process.

Genesis was tasked to lead the agile development teams that are providing a modernized system and environment to facilitate the centralized collection and development of a single authoritative source of trusted biographical and biometric information. As with any federal program of this size, introducing and implementing meaningful and enterprise-wide change can be quite difficult. Success with a SAFe® approach is all about collaboration, breaking down silos, and communication. At the onset of the project, we found multiple siloed teams under different contracts, and vendors had been developing components of solutions with no portfolio view of entire enterprise. The organization was trying to create complex solutions with integration dependencies on biometrics, machine learning, artificial intelligence and APIs with no single solution architecture guidance and end to end integration visibility to the teams. With diverse needs across multiple offices and stakeholders, and dated processes and documentation, there is no single source of data for biographical and biometric information to allow for real-time visibility into data.

**Performance Work Statement and Scope**

Genesis personnel led the first Scaled Agile Framework transformation initiative within USCIS Office of Information Technology (OIT) Identity, Records, and National Security Delivery (IRNSD) Division by launching three Agile Release Trains (ART) (with 100+ team members per ART) for the first time within the Agency. This resulted in greatly increased business agility and delivering workable integrated software solutions within three OIT Branches. We also established a Division Level Enterprise Solution Architecture and Architectural Runway by defining new standards and rationalizing existing Microservice APIs to enable a DevSecOps approach with a continuous delivery pipeline and release on demand. Genesis Consulting is the Prime Contractor for this work and this Task Order was competitively awarded to Genesis under the Services for Enabling Agile Delivery (SEAD) BPA. To achieve these successes, we broke down the project into multiple task areas on which to focus our efforts.

**Agile Development, Project/Program/Product Management**

- Developed a framework promoting collaboration and alignment across the B&PCS teams and launched Agile Release Trains for Identity Management, Content Management and Biometrics and Scheduling
- Performed a Team Health / Maturity Assessment using AgilityHealth monitoring tools and established baseline scores using Health Radars and identified areas of concern
- Set up 12 teams and over 160 people to conduct online assessments on the agile practices and maturity of the teams worked with them to conduct a retrospective on the results to analyze the data and develop a plan for growth opportunities
- Created an improvement backlog with the items that teams committed to improve

- Agile Coaches developed a coaching backlog based on the results of the assessment

### **Systems Integration, DevOps, and Continuous Delivery**

- Modernized Kafka libraries by developing enterprise-level APIs that centralized communications between producers and consumers of data, and improved system security
- Implemented new CI/CD automation codes reducing deployment time from 3 days to six hours
- Utilized SAFe to establish “Deliver Early and Often” best practices through CI/CD pipeline automation

### **Agile Software Development, Quality Control/Assurance, and Testing**

- Introduced and led implementation of best practices such as Agile testing, Behavior-Driven Development, Test-Driven Development, refactoring, spikes, peer review and Definition of Done
- Used Jenkins to work an integrated code base with other teams working on the same product, allowing the teams to continuously integrate and continuously deploy functioning code to production environments
- Utilized pair programming as a team-building exercise and to ensure consistency in the way we designed, built and tested the software

### **UI/UX Design**

- Took a customer-centric approach to realize consistency and quality across the board by focusing on Desirability, Feasibility, Viability, and Sustainability
- Developed a dynamic progress report dashboard for business and IT leadership to review the Portfolio Roadmaps at any time
- Worked with Product Owners and Development Teams to allocate portion of their capacity in each PI on developing mock-ups and prototype
- This customer-centric team strategy resulted in accelerated development of prototypes which directly resulted in increased design feedback

### **Business Analysis and Requirements Support**

- Trained more than 40+ Product Owners (POs) across three USCIS divisions, and delivered over 30 classes to over 600 participants on agile best practices, product management, backlog management, business agility, and feature and story writing
- Agile Coaching team facilitated the Epic Decomposition workshops where Epics were prioritized based on business need by facilitating conversation with all leaders and stakeholders to drive teams to establish Business Value and Time Criticality of each Feature
- Solution Architecture Teams ensured the prioritized Features were in alignment with the Architecture Runway
- Developed Epics, Features and User Stories in Jira, and conducted multiple workshops to refine backlogs and develop tangible acceptance criteria
- Supported the Product Managers, Product Owners and Business Analysts to facilitate impact mapping sessions to develop user stories that meet DOR and SMART guideline to drive better product development and better customer experience

### **Project Results and Outcomes:**

The Genesis Team provided multiple training events and workshops to acclimate Product Ownership Teams with their roles, responsibilities, and level of commitment needed by the to successfully transform and adopt SAFe. We trained more than 40+ POs across three USCIS divisions. In addition, we have delivered over 30 classes to over 600 participants on SAFe methodology and best practices, product management, backlog management, business agility, and feature and story writing. Our Agile Coaching team specifically focused on working with the POs and help them to develop backlogs, prioritization of work, and the Definition of Ready (DoR) and Definition of Done (DoD) for each of their capability area/product. In addition, we have facilitated numerous workshops before PI planning to generate and prioritize User Stories based on the Personas and Journey Maps.



We develop business operational performance metrics (e.g. value, meeting business needs, productivity, service quality, system effectiveness) using Agility Health assessment tool. The Agility Health enables us to get an initial benchmark measure of our agile team’s health and performance to identify Team Growth Items (TGIs) and Organizational Growth Items (OGIs). In addition, our Atlassian SMEs built multiple Jira and Confluence dashboards at team, program and portfolio levels to evaluate how each ART is meeting their business and technical objectives. Below is the list of top reports that is currently being used by each team: Burn Up Chart, Test Coverage and Defect %, Feature Progress Report, Program Predictability Measure, Cumulative Flow Diagram, CI/CD efficiently, and DevOps Health Radar. As a result of these reports ARTs are able to forecast their capacity and do a better job to commit to the PI objectives that is reasonable. In addition, Genesis delivers analytical reporting and multiple workshops (inspect and adapt, budget planning, and impact assessment) to support lean budget/business case justifications for system enhancement/modernization, consolidation, and/or disposition in alignment with the IT Strategy and roadmap. Using our metrics-based approach and new dashboards, Genesis established a Lean Agile Budget processes which enabled IT and Business Leadership to be more predictable and flexible.

### 3.9 NASA Business and Administrative Systems Office (BASO) and Financial Resources Support

<b>Agency Name</b>	National Aeronautics and Space Administration (NASA) Headquarters (HQ)
<b>Name of Project</b>	Business and Administrative Systems Office (BASO) and Financial Resources Support
<b>Project Value</b>	\$7,100,000
<b>Project Duration</b>	06/14/2020 - 01/31/2026

#### Description of Project

The Management Resources Office (RMO) is located within the Mission Support Directorate (MSD) at NASA HQ. MSD RMO is responsible for budget formulation and the execution of the Safety, Security, and Mission Services (SSMS) budgets, as well as HQ end-user support for business and administrative systems.

Genesis Consulting delivers support requirements for the Business and Administrative Systems Office (BASO) within MSD RMO. BASO provides end-user support to the NASA Headquarters and the NASA Management Office (NMO) at the Jet Propulsion Laboratory user community for the NASA Applications Competency Center (AAO) applications, which include Software Support and Technology Consulting Services for SAP Core Financial, Business Objects (BOBJ), Web-based Time and Attendance Distribution System (WebTADS), and Cognos software.

The scope of services for the BASO include:

- Operational Help Desk
- Change Management
- Sustaining Support
- Special Initiatives
- MSD Budget Support

#### Performance Work Statement and Scope

Genesis performs IT infrastructure and IT services required to assume management and operations of government IT resources and business for the NASA BASO systems such as troubleshoot issues and provide guidance on the systems. Our team delivers support to HQ and the NASA Management Office (NMO) at the Jet Propulsion Laboratory (JPL) users via phone, desk-side support (HQ only), walk-in customers (HQ only), and email.

- Execute the NASA End-User Services & Technologies (NEST) monthly bill process according to the schedule provided by the MSD RMO NEST POC Civil Servant. Identify and recommend potential improvements to the process and tool. Upon approval from the MSD RMO NEST POC Civil Servant, implement improvements
- Assisting users with system navigation and issues encountered when processing transactions or running reports.
- Assisting end users with selecting proper SAP and Business Objects (BOBJ) roles.

- Completing routine requests within two hours of intake, and for non-routine requests (e.g. request requires the submission of a Service Request (SR) to the AAO), providing updates to the customer on the status of the request.
- Generating a help ticket for all service provided.

Genesis provides Operations and Sustainment services for the BASO supported software and applications within the scope including SAP, BOBJ, BOBJAO, WebTADS, PowerBI:

- Operational Support - Facilitate the delivery of products for the supported systems that effectively and efficiently meet the needs of the HQ user
  - Work with end users to identify reports that would benefit the HQ user community as a whole. These reports, if developed, should result in efficiencies to the HQ user community. Develop requirements for the reports based on user input, create reports, and establish a roll out plan for the completed report.
  - Monitor HQ purchase requisitions and evaluate workflows to proactively identify issues. Examples include monitoring HQ/NMO Purchase Requisitions (PRs) to identify common issues that may be impacting the flow of the PRs and reviewing release strategies to ensure they are current.
  - Create and submit master data service requests (Cost Centers, Release Strategies, etc.).
  - Perform HQ and NMO Center Budget Maintainer function according to documented and approved procedures.
  - Support the RFO/FSO at GSFC on Continuous Monitoring Program (CMP) activities related to HQ such unliquidated obligations (ULOs) and undisbursed costs.
  - Provide ongoing support for the Invoice Routing and Information System (IRIS).
- Training
  - Maintain a Training website with job aids, training materials and other educational resources for HQ SAP and Business Objects (BOBJ) users.
  - Maintain a BASO training program. This includes scheduling training, arranging training event logistics, delivering training, collecting class evaluations, and ensuring the appropriate level of training support consistent with guidance from the Contracting Officer's Representative (COR). Frequency of course delivery is based upon a predetermined monthly schedule approved by the COR. On demand training shall be provided to users on an exception basis only by approval of the COR.
  - Maintain current training materials and user job aids, and develop new materials, if appropriate. Incorporate feedback from the Help Desk, class evaluations, and information received on the various agency calls

#### Integration Services:

The BASO team is tasked with the coupling of information systems with disparate data, information, and/or systems. Our team uses SAP Business Process Integration & Automation Management (BPIAM) to cover the most important application related operations topics necessary to ensure the smooth and reliable flow of the core business processes to meet NASA's business requirements and Missions.

- Coordinate with the Regional Finance Office (RFO), the Financial Systems Office (FSO) and the HQ Procurement Office (all at Goddard Space Flight Center (GSFC)) on items of mutual interest and concern.
- Support the RFO/FSO at GSFC on Continuous Monitoring Program (CMP) activities related to HQ such unliquidated obligations (ULOs) and undisbursed costs
- Conduct (cross-process view) to identify business objects that are relevant for the BASO HQ, MSD and JPL, and to design a solution for these business objects within the SAP solution. Business objects are associated to processes and reflected in applications. Understanding these relationships is essential for overall integration and cross-process integrity

#### Cyber Security:

The Genesis Team provides Center Security Administration (CSA) support for HQ users for AAO supported systems with the following tasks:

- Provision approved user accounts and associated roles.
- Maintain systematic customer relations with the HQ Center Business Process Leads (CBPL) responsible

for approving business systems' user access and privileges.

- Review user requests for new accounts and roles to ensure roles are proper for the functions the user will be performing.
- Enforce user access and roles as prescribed by the AAO, the Information Technology and Communications Division (ITCD), and the Agency Office of the Chief Information Officer (OCIO) and the Agency Office of the Chief Financial Officer (OCFO).
- Respond to requests from the AAO.

#### Digital Government and Cloud Services:

Genesis provides digital communications between NASA HQ, Mission Support Directorate and the Jet Propulsion Laboratory user community for the NASA Applications.

- Knowledge Management - The team maintains a comprehensive and robust BASO website and performs knowledge sharing and system administrator services (create, delete, and modify) for the BASO Content Management System (CMS).
- Communications Management - Maintain a centralized distribution list so that communications are targeted to the appropriate users; Publish a newsletter to the HQ user community communicating relevant news and information related to the systems supported on a quarterly basis, and ad hoc as needed; Establish and facilitate periodic SAP and BOBJ user meetings to provide HQ users with updates related to the systems supported
- Accessibility Services (508 and 504 compliance) – our team ensures documents posted to the BASO website for content meet Section 508 compliance and other NASA website content requirements
- Robotic Process Automation (RPA) - Monitor monthly/semi-annual system releases to identify, analyze and communicate impacts to processes that are executed using robotic process automation (RPA) to the automation owners, and provide recommendations regarding appropriate maintenance actions

#### Enterprise Resource Planning:

Genesis provides end-user support to the NASA Headquarters and the NASA Management Office (NMO) at the Jet Propulsion Laboratory user community for the NASA Applications Competency Center (AAO) applications, which include SAP Core Financial, Business Objects (BOBJ), Web-based Time and Attendance Distribution System (WebTADS), and Cognos software. Genesis is working with its partners to help NASA understand that SAP architecture services and components provide a holistic approach to review, optimize, and develop the overall enterprise architecture within their digital transformation program, and to develop a strategy for financial transformation. From business and application architecture to technical architecture, architecture transformation provides strategic guidance and execution support to determine a NASA-specific, future-proof architecture and multi-year road map driven by the NASA Mission and IT strategy and by alignment with SAP's product vision

#### Project Results and Outcomes:

Genesis Consulting supports critical mission support services to HQ within the Business and Administrative Systems Office (BASO) for SAP and ConcurGov, including T&E process reengineering, data architecture, OCM and communications. Our team recently received our next option year on the contract as we continue to support ongoing resource management life-cycle activities, including planning, data gathering, analysis, and reporting. This effort includes the development and documentation of required processes (include flow charting) and the use of tools to ensure the efficient planning, analysis and timely reporting of resources expended for projects and program execution.

During our performance on this contract our team has:

- Performed stakeholder analyses and updated communication plans for system updates and/or processes that change
- Provide Technical Consulting Services assisting users with system navigation and issues encountered when processing transactions or running reports.
- Created and maintained a training program with job aids, training materials and other educational resources for HQ SAP and Business Objects (BOBJ) users
- Improved compliance relative to cyber security policy by enforcing user access and roles as prescribed by the AAO, the Information Technology and Communications Division (ITCD), and the Agency Office of the Chief Information Officer (OCIO) and the Agency Office of the Chief Financial Officer (OCFO).

- Optimized and developed the overall enterprise architecture within their digital transformation software program
- Provided strategic guidance and execution support to determine a NASA-specific, future-proof architecture and multiyear road map driven by the NASA Mission and IT strategy and by alignment with SAP's product vision

### 3.10 U.S. Department of Agriculture, Office of the Chief Financial Officer (OCFO) ezFedGrants

<b>Agency Name</b>	U.S. Department of Agriculture, Office of the Chief Financial Officer (OCFO)
<b>Name of Project</b>	ezFedGrants Post Production Support
<b>Project Value</b>	\$9,000,000.00
<b>Project Duration</b>	01/02/2018 – 12/31/2024

**Description of Project**

U.S. Department of Agriculture (USDA) provides billions of dollars in funding for programs supporting research and development in food, agriculture, natural resources, rural development, nutrition based on sound public policy, the best available science, and efficient management. The USDA has implemented a comprehensive Grants Management solution called ezFedGrants as the USDA solution that enables the application and management of USDA grants and agreements online.

In an effort to streamline grant-making and grants management processes across the department, better enforce and ensure compliance with grant management laws and best practices, and automate and simplify internal and external grant management processes, the United States Department of Agriculture (USDA) implemented the ezFedGrants system. While this grants and agreements management system will eventually be utilized by all agencies and offices across USDA, currently there are seven agencies utilizing ezFedGrants: the Agricultural Marketing Service (AMS), Animal and Plant Health Inspection Service (APHIS), Foreign Agricultural Service (FAS), Food and Nutrition Service (FNS), National Institute of Food and Agriculture (NIFA), Natural Resources Conservation Service (NRCS), and Office of Partnerships and Public Engagement (OPPE).

ezFedGrants is a comprehensive grants and agreements management solution that allows an eFG agency, and an eFG agency's customers, to efficiently manage USDA Grants and Agreements online throughout the entire Agreement Lifecycle, from Program creation to Agreement Closeout. The system was initially built on SAP Grantor Management (SAP CRM) while seamlessly and fully integrated with FMMI SAP ECC, USDA's corporate financial system. The ezFedGrants landscape has expanded to include Pega, an externalfacing portal and interfaces with Grants.gov and also developed an Automated Standard Application for Payments (ASAP) for National Institute of Food and Agriculture (NIFA). USDA OCFO has identified the need for the continued post production support for the existing Grants Management ezFedGrants solution which includes SAP (ECC/CRM), Pega, Grants.gov, Harmonized Data Model (HDM), BI / HANA Reporting, Mulesoft / PO middleware, ASAP, and Application Review Process (ARP) applications. In order to successfully utilize this grants and agreements management system, USDA required skilled and knowledgeable contractor support in a variety of areas: project management, help desk support, training, and communications and documentation. Such support required personnel with the relevant knowledge and skills not only in software development and deployment but also in grants and agreements management.

**Performance Work Statement and Scope**

The Genesis team was able to offer USDA personnel with extensive subject matter knowledge and skills on SAP (Financials, CRM), Grants Management, Pega, software development, project management, and grants management, among other important knowledge and skills. The primary scope of the IT Operations and Maintenance work is for addressing and resolving technical, functional, and other ezFedGrants issues logged in the OCFO Help Desk ServiceNow ticket system and ezFedGrants backlog items. This support will require working closely with Agency partners, OCFO grants team, and OCFO O&M teams. In addition, it may require working with other OCFO vendors (Cloud, helpdesk and other services) and external entities and vendors like Grants.gov, SAP, Mulesoft, Pega and ASAP.

Our team is also providing the IT infrastructure and IT services support required for addressing and resolving technical, functional, and other ezFedGrants issues logged in the OCFO Help Desk ServiceNow ticket system and ezFedGrants backlog items Management of IT Services independent of Client management. As part of this scope Genesis,

- Delivers technical production support, emergency ticket resolution and other related functional/technical support necessary for the existing Enterprise ezFedGrants Solution which includes SAP (ECC/CRM), Pega, HDM, BI / HANA Reporting, Mulesoft/PO and interfaces with Grants.gov and ASAP.
- Resolves ServiceNow tickets logged on behalf of ezFedGrants in accordance with an OCFO agreed upon priority timeline
- Provides Transformation Services - The Harmonized Data Model (HDM) provides reporting capabilities to improve decision support analytics. The extracts and transforms data from ezFedGrants Pega, SAP CRM and SAP ECC into SAP BW system and then into NIFA's staging oracle database, which enables NIFA to indirectly access the ezFedGrants data to perform their ad-hoc reporting tasks

On the project management side, our team was able to shape and manage an effective structure for the support of the ezFedGrants system, as well as assist in the planning and execution for the implementation of new functionality and support the adoption by other USDA agencies and offices.

Genesis quickly set up an effective help desk team and structure that has been able to resolve over 90 percent of user issues within the first hour of receiving inquiries. The help desk services both USDA internal users (employees and contractors) as well as its external users (grant and agreement applicants, recipients, and partners).

The Genesis team also developed comprehensive training materials and conducted frequent training sessions for USDA internal and external users on a variety of ezFedGrants-related subjects. Our team delivered supplemented the curriculum with extensive, supporting documentation including job aids, SOPs, agency-specific reference guides, functional design documents, and other helpful resources. The team built and stored all ezFedGrants artifacts on a robust SharePoint site, "WikiGrants,"

#### **Project Results and Outcomes:**

The work of the Genesis team has enabled the USDA to maintain and sustain ezFedGrants for its current users but also to expand the system's functionality and grow its users.

The ezFedGrants help desk now resolves an average of 300 inquiries per month, assisting both internal and external users and working with users across the country. The help desk continues to resolve 90 percent of its inquiries within the first hour of receiving them. This has promoted USDA and applicant/recipient usage of the system, improved and expedited grant payment request submissions and processing, ensured proper grant progress report submissions and review, and enabled the practice of better grants and agreements management processes across the department.

In addition, our team trains approximately 100 people per month, including agency and recipient users. These sessions cover the full-length of the grant life cycle and touch on various user roles and system functionality.

With this support, USDA has already initiated steps to onboard other USDA offices, such as the Office of Trade Services (OTP), and agencies, such as the Forest Service, into the ezFedGrants system.



### 3.11 Centers for Medicare and Medicaid Services (CMS) Marketplace Systems Integrator (MSI) Services Contract

<b>Agency Name</b>	Centers for Medicare and Medicaid Services (CMS)
<b>Name of Project</b>	Marketplace Systems Integrator (MSI) Services Contract
<b>Project Value</b>	\$9,173,381
<b>Project Duration</b>	07/23/2020 – 07/22/2025

<b>Description of Project</b>	
<p>Team Genesis also has been leading the Agile transformation for the Centers for Medicare and Medicaid Services (CMS). CMS maintains the federally facilitated exchanges for health insurance as part of implementing the Affordable Care Act. The Marketplace provides a federally facilitated portal for health insurance enrollment that is integrated with state-based exchanges (SBEs), Medicaid, SNAP, and TANF, integrates with hybrid FFE-SBE exchanges, and integrates with insurance providers across the country to share data and enable payments. Genesis is leading the implementation of Scaled Agile Framework (SAFe) to over 52 stakeholder groups and 1,000 team members grouped across 3 distinct capability areas: 1) Eligibility &amp; Enrollment; 2) Plan Management; and 3) Financial Management.</p> <p>As part of the Marketplace System Integrator (MSI) team, we have successfully implemented.</p> <ul style="list-style-type: none"> <li>• Program Operations (including infrastructure, architecture, data management, software quality, and capabilities delivery).</li> <li>• Scaled Agile Framework (SAFe) adoption across CMS and the development organizations contracted by CMS.</li> <li>• Lean Portfolio Management.</li> <li>• Enrollment data operations and quality assurance.</li> <li>• Release integration and executive reporting.</li> <li>• Delivering functionality for eligibility determination and enrollment processes, enhanced direct enrollment, external engagement, plan management, and financial management.</li> <li>• Supporting cybersecurity operations.</li> <li>• Supporting the architecture roadmap and IT infrastructure &amp; performance.</li> <li>• Supporting the Exchange Operations Center for site reliability, environment management, security management, and configuration management are in place for the Marketplace as a whole.</li> </ul> <p>With over 300 team members following SAFe, and scrum practices, significant benefits have been realized by the CMS that include:</p> <ul style="list-style-type: none"> <li>• Collaboration and transparency between teams has increased during PI execution, resulting in risks being addressed proactively and dependencies being tracked and addressed in a timely manner.</li> <li>• Scrum of Scrums meetings discovered issues between teams have been defined, documented, and resolved much faster than before SAFe improving reliability, delivery commitments, and quality of solutions.</li> <li>• Solution Delivery, including end-of-PI integrated systems demos, have become faster and the amount of rework and defects have decreased.</li> </ul>	

<b>Performance Work Statement and Scope</b>	
<p>Genesis personnel delivers IT and healthcare solutions for CMS by health sciences informatic computational service and communication support as a modernization partner for MSI maintenance of information systems for MSI. Our personnel are deploying enhancements to the existing health care IT business and development process architecture to aid performance and data quality. Our team members lead several aspects of SAFe adoption impacting healthcare IT process control, communications, and knowledge management as we enhancements business, development, management, and oversite processes to better facilitate data exchange and integration at the federal level across MSI. Our coaches and consultants lead Program-level guidance in defining and establishing new ARTs and value streams. Training programs, job aids, and mentoring were put into place to guide CMS and ADO staff in terms of adopting and maturing SAFe practices that helped teams deliver faster and with fewer defects. It also translated into building an environment where previously siloed teams started collaborating to improve the quality and speed of value delivered to CMS.</p>	

Genesis Release Train Engineers provided program and team-level guidance, improving feature-level planning, release integration, executive and project level reporting, backlog refinements and scrum of scrums. Consistent coaching and support have led to more collaborative backlog refinements and weekly-alignment calls (Scrum of Scrums) as well as improved maturity on SAFe practices. ADO teams have grown to manage risks, impediments, and capacity issues more independently as a result of guidance and support provided by Genesis coaches and RTE. In return, the outcome has been value-driven system demos, more transparent escalation and communication of impediments and greater confidence from stakeholders. In the past PI executions, the teams have proven to deliver features in record time-to-market and with improved quality.

Our personnel also support the strategic planning and advise the Office of the Chief Information Officer (OCIO) in coordination with Office of Communications (OC) and Center for Consumer Information and Insurance Oversight (CCIIO) by providing leadership, organize, coordinate, and maintain a backlog of activities that span both organizations, facilitating more effective management of resources and implementation of changes while also serving as an OC escalation point for other DMID and other MITG work streams. This contributes to Sprint level and Release level impact analysis for OC products.

Genesis personnel also support IT Operations and Sustainment under the following scope:

- Development of Principles, Guidelines and Standards to include Cloud, DevSecOps, and API standards
- ADO liaisons MSI Architecture Leads assigned to ADO applications. These liaisons support communication of Marketplace wide standards to the ADOs. Additionally, they collaborate with ADOs on their initiatives and identify potential areas for re use or alignment with Marketplace standards
- SAFe System Team Support Architectural Runway, PI Planning and organize cross team collaboration on Architectural Runway objectives
- Ensure achievement of annual CCIIO Priorities by working across CCIIO Groups / Divisions, contractors, and other CMS groups to distill and report critical information for planned development / operational activities and Open Enrollment Prep; proactively identify and reconcile dependencies, risks/issues, and pending decisions; and elevate and escalate key topics for MITG awareness

#### **Project Results and Outcomes:**

Our coaches and RTEs have been instrumental in transitioning CMS to fully virtual PI Planning and Execution. Success here was the result of having in-depth experience and knowledge of SAFe practices and ceremonies. Genesis resources were able to translate these practices into equivalent exercises in a virtual environment, taking into consideration the challenges and advantages of this new domain. Genesis resources focused on recommending and implementing multiple communication tools including Zoom, WebEx, Slack, Confluence, JIRA, Miro, and Mural. During PI Planning events, these were used to supplant traditional in-person team breakouts, Scrum of Scrums meetings, Draft and Final Plan Reviews, Management Walk-throughs, and ad-hoc demos and discussions that are normally difficult to manage in a virtual environment. Working with CMS leadership and with ADOs, this work by Genesis resources gave CMS the ability to conduct highly effective, fully virtual PI Planning events involving over 300 participants from across the country. Collaboration and transparency between teams has increased during PI execution, resulting in risks being addressed proactively and dependencies being tracked and addressed in a timely manner. It has been noted in Scrum of Scrums meetings that issues between teams have been identified, documented, and resolved much faster than before. Software Development, delivery, including end-of-PI integrated systems demos, has become faster and the amount of rework and software defects have decreased.

As a result of our work on this project, our team:

- Coached and supported the development of the Backlog of Requirements utilizing JIRA and established weekly alignment calls and improved maturity on SAFe practices.
- Supported multiple stakeholder groups, PO/PMs, and Application Development Organization (ADO) liaisons.
- Supported state integrations to ensure compliance and achievement of annual CCIIO Priorities by working across CCIIO divisions, contractors, and other CMS groups to distill and report critical information for planned development / operational activities and Open Enrollment Prep;
- Proactively identify and reconcile dependencies, risks/issues, and pending decisions; and elevate and escalate key topics for MITG awareness