

# TIPS VENDOR AGREEMENT

Between \_\_\_\_\_ and

(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

**170705 Staffing Services**

### General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as “TIPS” respectfully) a government cooperative purchasing program authorized by the Region 8 Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This Agreement consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the Solicitation (RFP, RCSP, RFQ) as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS.

### Definitions

**PURCHASE ORDER** is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums or deleted from the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are examples of possible addenda.

# Terms and Conditions

## Freight

All quotes to Members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication. Shipping, delivery or freight charges shall be passed through at cost to the TIPS Member.

## Warranty Conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing with the TIPS Member. All equipment proposed shall be new unless clearly stated in writing to the TIPS Member.

## Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

## Agreements

**All Agreements and agreements** between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

**Agreements for purchase** will normally be put into effect by means of a purchase order(s) or other similar document or contract executed by authorized agents of the purchasing TIPS Member.

## Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of Agreements**

No assignment of Agreement may be made without the prior written approval of TIPS. Payment made by a TIPS Member can only be made to the awarded Vendor or vendor assigned dealer.

### **Disclosures**

1. Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with TIPS under a TIPS Agreement.
3. The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the related solicitation as specified on page one of this agreement. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

### **Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.**

NO AGREEMENT FOR GOODS OR SERVICES WITH A TIPS MEMBER BY THE AWARDED VENDOR NAMED IN THIS AGREEMENT THAT RESULTS FROM THE SOLICITATION AWARD NAMED IN THIS AGREEMENT, MAY INCORPORATE AN AUTOMATIC RENEWAL CLAUSE WITH WHICH THE TIPS MEMBER MUST COMPLY. ALL RENEWAL TERMS INCORPORATED IN AN AGREEMENT BY THE VENDOR WITH THE TIPS MEMBER SHALL ONLY BE VALID AND ENFORCEABLE WHEN THE VENDOR RECEIVES WRITTEN CONFIRMATION BY PURCHASE ORDER OR EXECUTED AGREEMENT ISSUED BY THE TIPS MEMBER FOR ANY RENEWAL PERIOD. 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. THIS TERM IS NOT NEGOTIABLE AND ANY AGREEMENT BETWEEN A TIPS MEMBER AND A TIPS AWARDED VENDOR WITH AN AUTOMATIC RENEWAL CLAUSE THAT CONFLICTS WITH THESE TERMS IS RENDERED VOID AND UNENFORCEABLE AS TO THE AUTOMATIC RENEWAL CLAUSE.

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

the TIPS Member as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the TIPS Member may cancel the order if estimated shipping time is not acceptable.

### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS Member. Each invoice shall include the TIPS Member's purchase order number. The shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS or the TIPS Member.

### **Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer as agreed by the TIPS Member.

### **Pricing**

The Vendor agrees to provide pricing to TIPS and TIPS Member entities that is at least equal to the lowest pricing available to like cooperative purchasing customers in like situations and the pricing shall remain so throughout the duration of the Agreement.

The Vendor agrees to promptly and proportionally lower the cost of any product purchased through TIPS following a reduction in the supplying manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing, to be remitted to TIPS by the Vendor. Vendor shall not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

### **Participation Fees**

Vendor or vendor assigned dealer agrees to pay TIPS on a monthly scheduled report the participation fee for all Agreement sales to Tips Members utilizing a TIPS awarded contract. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping records of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this Agreement or sales made to TIPS Members under this agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees, unless such claims are based in whole upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. If based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents, Vendor shall be responsible for their proportional share of the claim.

## **State of Texas Franchise Tax**

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

## **Miscellaneous**

Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

## **Purchase Order Pricing/Product Deviation**

If a deviation of agreed pricing/product on a purchase order from a TIPS Member pursuant to this Agreement occurs, TIPS shall be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "TIPS Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating Member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating Member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report otherwise).

### **Supplemental Agreements**

The TIPS Member and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

#### **INDEMNITY UNDER A SUPPLEMENTAL AGREEMENT:**

**ANY SUPPLEMENTAL AGREEMENT BETWEEN THE TIPS OR A TIPS MEMBER AND THE VENDOR THAT REQUIRES TIPS OR THE TIPS MEMBER TO INDEMNIFY ANY OTHER PARTY, EXCEPT TO THE EXTENT PERMITTED BY THE APPLICABLE CONSTITUTION, LAWS OR REGULATIONS OF THE JURISDICTION OF THE LOCATION OF THE TIPS MEMBER OR THE LOCATION OF THE PERFORMANCE OF THE CONTRACT UNDER THIS AGREEMENT, IS NOT PERMITTED UNDER THIS AGREEMENT AND RENDERS THE INDEMNITY REQUIREMENT NULL AND VOID AS IT APPLIES TO TIPS OR THE TIPS MEMBER'S RESPONSIBILITY TO INDEMNIFY ANY PARTY.**

### **Licenses**

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

## **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject assignment of this agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

## **Site Requirements (Only when applicable to service or job)**

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

**Preparation:** Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

## **Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

## **Invoices**

The awarded vendor shall submit invoices to the TIPS Member clearly stating "Per TIPS Agreement". The shipment tracking number or other applicable pertinent information for verification shall be made available upon request.

## **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within the TIPS website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS and approval of which, shall not be unreasonably withheld by TIPS.

## **Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

## **Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

## **Audit rights**

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of three (3) years from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS. TIPS shall bear the cost of such audit requested by TIPS, but all documents maintained by the vendor shall be produced and made available to TIPS or its agents at no cost.

## **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the



inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**Acceptance of work by TIPS Member**

When a Vendor performs services for a TIPS Member, the TIPS Member will inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will request any corrective actions that are required. Upon completion of these actions and not before, the TIPS Member will be obligated to compensate the Vendor as agreed.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

**Incorporation of Solicitation**

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

See next page

## Special Terms and Conditions

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All orders made by TIPS Members to the awarded vendor must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within three (3) business days and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a breach of this agreement terms and conditions and will result in termination and rescission of this agreement and removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within two (2) business days.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS Agreement catalog website, then any updated pricing must be posted by 1<sup>st</sup> of each month. Any increase in a "catalog" price, as defined herein, is not effective until it is published in the vendor's "catalog" as defined herein.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours of order receipt and appropriate action taken based on customer request.
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**Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.**

**Page 11 of 11 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 170705 Staffing Services

Company Name KMM Technologies, Inc.

Address 1 Research Court, Suite 450

City Rockville State MD Zip 20850

Phone (316) 789 3083 Fax (866) 856 3684

Email of Authorized Representative raj@kmmtechnologies.com

Name of Authorized Representative Rajesh Deshabatla

Title Director- Technology Solutions

Signature of Authorized Representative 

Date 8/18/2017

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 David Wayne Fitts

Date 9-24-17

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Contracts Support	Contact
Phone	(903) 575-2689	Department		Department
Fax		Building		Building
Bid Number	170705	Floor/Room		Floor/Room
Title	Staffing Services	Telephone	(866) 839-8477	Telephone
Bid Type	RFP	Fax	(866) 839-8472	Fax
Issue Date	7/6/2017 08:03 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	8/18/2017 03:00:00 PM (CT)			

## Supplier Information

Company KMM TECHNOLOGIES  
 Address 1 Research court  
 suite 450  
 Rockville, MD 20850  
 Contact Rajesh deshabatla  
 Department  
 Building  
 Floor/Room  
 Telephone (316) 789-3083  
 Fax  
 Email raj@kmmtechnologies.com  
 Submitted 8/18/2017 12:07:07 PM (CT)  
 Total \$0.00

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

Signature Rajesh Deshabatla

Email raj@kmmtechnologies.com

## Supplier Notes

Minimum Pricing discount for TIPS is mentioned in the pricing form. It will be increased based on the staffing opportunities

## Bid Notes

## Bid Activities

## Bid Messages

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**Bid Attributes**

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a> Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	KMM – an ISO 9001:2008, CMMI Level 2 certified company – provides high-quality IT consulting services and innovative solutions by using the most effective and modern technologies. We have a core group of Subject Matter Experts with certifications and immense experience in successfully delivering mission critical solutions. We have extensive industry experience in the financial, insurance, Health IT, media, marketing, retail, and government markets. We have a proven track record in understanding client's business challenges, determine a customer-focused solution, and provide the technical implementation and documentation to bring it to fruition.
6	Primary Contact Name	Primary Contact Name	Rajesh Deshabatla
7	Primary Contact Title	Primary Contact Title	Director- Technology Solutions
8	Primary Contact Email	Primary Contact Email	raj@kmmtechnologies.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3167893083
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(866) 856 3684
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3167893083
12	Secondary Contact Name	Secondary Contact Name	Hanu R. Komaragiri

13	Secondary Contact Title	Secondary Contact Title	VP - Technology Services
14	Secondary Contact Email	Secondary Contact Email	hanuk@kmmtechnologies.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(240) 286 2321
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(866) 856 3684
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2402862321
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Hanu R. Komaragiri
19	Admin Fee Contact Email	Admin Fee Contact Email	hanuk@kmmtechnologies.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(240) 286 2321
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Rajesh Deshabatla
22	Purchase Order Contact Email	Purchase Order Contact Email	raj@kmmtechnologies.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	3167893083
24	Company Website	Company Website (Format - www.company.com)	www.kmmtechnologies.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	562395962
26	Primary Address	Primary Address	1 Research Court, Suite 450
27	Primary Address City	Primary Address City	Rockville
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MD
29	Primary Address Zip	Primary Address Zip	20850
30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	KMM, Security , Infrastructure, ERP , Data Analytics
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes

32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Rockville
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Maryland
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	3%

41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	10
45	Years Experience	Company years experience in this category?	14
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:  1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor; 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)



- 50 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ      If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 51 Filing of Form CIQ      If yes (above), have you filed a form CIQ as directed here?      No
- 52 Regulatory Standing      I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.      Yes
- 53 Regulatory Standing      Regulatory Standing explanation of no answer on previous question.
- 54 Antitrust Certification Statements (Tex. Government Code § 2155.005)      By submission of this bid or proposal, the Bidder certifies that:      (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
  - (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
  - (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
  - (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

1. By agreeing to the Attribute question #56, 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.

56 Suspension or Debarment Certification

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

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

57 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov). (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

58 2 CFR PART 200 Contract Provisions Explanation

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

(No Response Required)

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

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

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

59 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.  
Does vendor agree?

Yes

60 2 CFR PART 200 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)

Yes

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

61	2 CFR PART 200 Clean Air Act	<p>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).</p> <p>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 requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 Byrd Anti-Lobbying Amendment	<p>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.</p> <p>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 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 to the terms included or referenced herein.</p> <p>Does vendor agree?</p>	Yes
63	2 CFR PART 200 Federal Rule	<p>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)</p> <p>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 \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

64	2 CFR PART 200 Procurement of Recovered Materials	<p>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 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; 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.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes
65	Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes

66 Remedies	<p>The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
67 Remedies Explanation of No Answer		
68 Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69 Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p>	Yes

Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

- 70 Alternative Dispute Resolution Yes, I Agree  
Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.  
Do you agree to these terms?
- 71 Alternative Dispute Resolution Explanation of No Answer
- 72 Infringement(s) Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.  
Do you agree to these terms?
- 73 Infringement(s) Explanation of No Answer
- 74 Acts or Omissions Yes, I Agree  
The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.  
Do you agree to these terms?
- 75 Acts or Omissions Explanation of No Answer
- 76 Contract Governance Yes  
Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.



77 Payment Terms and Funding Out Clause

Payment Terms:  
TIPS or 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.

Yes

Funding Out Clause:  
Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all 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.  
See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.  
Do you agree to these terms?

78 Insurance and Fingerprint Requirements Information

Insurance  
If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.  
Fingerprint  
It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>  
If the vendor has staff that meet both of these criterion:  
(1) will have continuing duties related to the contracted services; and  
(2) has or will have direct contact with students  
Then you have "covered" employees for purposes of completing the attached form.  
TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.  
See form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

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

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

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

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

Yes

- 81 Solicitation Exceptions/Deviations Explanation If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.  
TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.  
In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.
- 82 Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Agreement? Yes
- 83 Agreement Exceptions/Deviations Explanation If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

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Line Items

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Response Total: \$0.00

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**REFERENCES**

<b>Entity Name</b>	<b>Contact Person</b>	<b>Email</b>	<b>Phone</b>
Wichita Public schools	Yahia Bani Yones	<a href="mailto:YBaniYounes@usd259.net">YBaniYounes@usd259.net</a>	316-973-4202
National Geographic Society	Dave E. Smith	<a href="mailto:Dave.Smith@natgeo.com">Dave.Smith@natgeo.com</a>	(301) 842-4236
SCI- (National Library of Medicine/National Institutes of Health)	Suri Tipparaju	<a href="mailto:suri@scigrp.com">suri@scigrp.com</a>	703- 655- 8123
SAS Institute Inc	Annette Stevenson	<a href="mailto:Annette.Stevenson@sas.com">Annette.Stevenson@sas.com</a>	919- 531-7241

## Certification Regarding Lobbying

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

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

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

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

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

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

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Name/Address of Organization

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Name/Title of Submitting Official

Signature



---

Date

FELONY CONVICTION NOTICE

FOR RESPONSE TO TIPS SOLICITATION

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

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

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

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

**Official:** Rajesh deshabatla / KMM Technologies, Inc.  
**Print Authorized Company Official's Name**

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

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

**OR**

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

**Signature of Authorized Company Official:** 

**OR**

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

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

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

You may attach another sheet

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

**CERTIFICATION BY CORPORATE OFFERER**

RFP 170705 Staffing Services

**IF OFFERER IS A CORPORATION,**

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

**OFFERER:** \_\_\_\_\_  
(Name of Corporation)

I, \_\_\_\_\_ certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

\_\_\_\_\_  
(Name of person who completed proposal document)

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

\_\_\_\_\_  
(Title/Position of person signing proposal/offer document within the corporation)

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

\_\_\_\_\_  
CORPORATE SEAL if available

  
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE



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

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

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

**YES or NO**

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

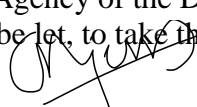
**YES or NO**

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

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

(b) Affirmative steps must include:

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



Company Name \_\_\_\_\_

Print name of authorized representative \_\_\_\_\_

Signature of authorized representative \_\_\_\_\_



Date \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Name of company claiming confidential status of material

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

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

KMM Technologies, Inc.

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

Rajesh deshabatla, Director - Technology Solutions



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

1 Research Court, Suite 450 Rockville MD 20850 316 789 3083  
Address City State ZIP Phone



*Hereby Certifies*

## **KMM Technologies, Inc.**

1 Research Court, Suite 450  
Rockville, MD 20850

*has been appraised at*



# **CMMIDEV / 2** <sup>SM</sup>

Exp. 2020-01-06 / Appraisal #28551

Capability Maturity Model Integration for Development (CMMI®- DEV V1.3) & SCAMPI A V1.3b.

*Appraisal End Date: January 6, 2017*

*Appraisal Expiration Date: January 6, 2020*

*Anjali Kotha,*  
*GMS Registrar LTD*

CMMI® Institute Certified SCAMPI<sup>SM</sup> Lead Appraiser  
ID# 1401055-03



**CMMI® Institute Partner**



**U.S. SMALL BUSINESS ADMINISTRATION**  
WASHINGTON, D.C. 20416

April 25, 2012

Hima Komaragiri, President  
KMM Technologies, Inc.  
2525 Emerson Drive, Suite 101  
Frederick, MD 21702

Dear Ms. Komaragiri:

Congratulations! Your firm has been certified as a Participant in the U.S. Small Business Administration's (SBA) 8(a) Business Development Program. Your nine (9) year program term begins on the date of this letter.

During participation in the 8(a) Business Development Program, you will receive business development assistance from an assigned Business Development Specialist in the Maryland District Office located at City Crescent Building, 6th Floor, 10 South Howard Street, Baltimore, MD 21201. The phone number is (410) 962-4392.

Your firm will become eligible to receive 8(a) Business Development contracts after you submit a business plan using SBA Form 1010C and receive SBA's approval of the plan. We are sending a copy of this certification letter to the SBA Maryland District Office. That office will send you the business plan form.

SBA requires that the 8(a) participant's President or Chief Executive Officer sign a Participation Agreement to show that he or she understands the conditions of 8(a) program participation. Please read the Agreement carefully, sign and date one copy and return it to the SBA Maryland District Office at the address shown in the third paragraph above. The second copy is for your records.

Even though your firm's approved North American Industry Classification System (NAICS) Code is 541511, your firm may be awarded contracts under other NAICS Codes, as long as your firm is qualified to perform the required service or task. In this regard, please note that contracts awarded under 8(a) Business Development Program authority generally result from the self-marketing efforts of participating firms. While your firm's acceptance into the 8(a) Business Development program is not a guarantee of contract support, SBA will make every effort to assist you in your marketing efforts.

I welcome you as an 8(a) Business Development Program participant and wish you every possible success.

Sincerely,

Darryl K. Hairston

Associate Administrator  
for Business Development



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Search by company name = KMM Technologies, Inc.  
The following result(s) sorted by company name.

**Total 1 search result(s)**

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
MS	673875	07-13-2018	KMM TECHNOLOGIES, INC. Doing Business As: 2525 EMERSON DRIVE, SUITE 101 FREDERICK, MD 21702 Contact: MS. HIMA B KOMARAGIRI Phone: (240)286-2321 Fax: (866)856-3684	Y	<b>NIGP Code and Description</b> 91800 CONSULTING SERVICES - INFORMATION TECHNOLOGY 91885 HUMAN RESOURCES CONSULTING - IT

**Note**

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with \* indicates that business is pending for recertification.

Expiration date with \*\* indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with \*\*\* indicates that business is a "Service Disabled Veteran owned" business.

1-1 of 1

Copyright © 2015, All Rights Reserved  
Virginia Department of Minority Business Enterprise  
1111 East Main Street, Suite 300 Richmond, VA 23219  
Phone: (804) 786-6585  
WAI Level A Compliant

[Web Policy](#) | [Contact US](#)

[Word Viewer \(.doc\)](#) | [Adobe Acrobat Reader \(.pdf\)](#) | [Excel Viewer \(.xls\)](#) | [PowerPoint Viewer \(.ppt\)](#) | [WinZip \(.zip\)](#)

THIS CERTIFIES THAT

# KMM Technologies, Inc.



\* Nationally certified by the: **CAPITAL REGION MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 541511; 541512; 541513; 541519; 541330; 541690; 541990

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

07/13/2017

**Issued Date**

CR10348

**Certificate Number**

A handwritten signature in black ink, reading "Joset Wright-Lacy".

Joset B. Wright-Lacy

A handwritten signature in black ink, reading "Sharon R. Pinder".

**Sharon R. Pinder, President/CEO**

03/31/2018

**Expiration Date**

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

*Certify, Develop, Connect, Advocate.*

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

**GMS**  
**REGISTRAR LTD**  
Cleveland, Ohio, USA

*Hereby Certifies*

**KMM TECHNOLOGIES, INC.**

2525 Emerson Drive, Suite 101  
Frederick, MD 21702

*Complies with the requirements of*

**ISO 9001:2008**

*and has successfully implemented a Quality Management  
System which has been registered by  
GMS Registrar Ltd.*

**Scope: Information Technology Consulting &  
Systems Integration Services.**

*Certificate Number: 1362*

*Original Certification Date: 7/7/2015*

*Date of Certification: 7/7/2015*

*Certification Expiration: 7/7/2018*



  
Jennifer Plass  
Certification Director  
GMS Registrar Ltd  
[www.gmsaudit.com](http://www.gmsaudit.com)





# KMM Technologies, Inc.

Innovation | Integration | Results

KMM Technologies, Inc. (KMM) founded in 2003, a CMMI Level 2 & ISO 9001:2008 Certified company – provides high-quality IT consulting services and innovative solutions by using the most effective and modern technologies. We have a core group of Subject Matter Experts with certifications and immense experience in successfully delivering mission critical solutions. We have extensive industry experience in the financial, insurance, Health IT, media, marketing, retail, and government markets. We have a proven track record in understanding our client's business challenges, determining a customer-focused solution, and providing the technical implementation and documentation to bring it to fruition.

KMM's partnerships with leading software companies enable us to deliver better solutions to our clients that are quality driven, within budget and on-time.



**Microsoft**



As a systems integrator and technology consulting services provider, KMM maintains core competencies in:

- Section 508 Compliance
- Digital Platform Development
- Big Data & Analytics
- Enterprise Resource Planning
- IT Service Management
- Cloud Computing
- Information Security
- Managed Services
- Customer Relationship Management
- Product Lifecycle Management



## Product Lifecycle Management:

KMM helped a major oil services company in the design and implementation of PLM solutions in support of client objectives and plans. Implemented a “best practices” standardization of client’s development, maintenance, and test environments for both web and server-side development. Aligned business unit and stakeholder interests with the long-term corporate PLM strategy. The system facilitates:



- Flow of EBOM through engineering departments (Design, Modeling, Doc Control)
- Design of new products and custom ECO/ECR workflows for each Design unit
- Flow of MBOM through manufacturing departments (Mfg Reviewers, Integration, NC Programming, Tooling & Fixtures)
- Visibility for Engineering and Manufacturing departments at various stages of product Lifecycle
- Design Integration with Manufacturing
- Stores products, customers, environment, and geographical information for various business units across the globe.
- Visibility for customer orders and corresponding products during the entire lifecycle of the product from design to manufacturing.



## Customer Relationship Management

KMM Technologies, Inc. has implemented Microsoft Dynamics™ CRM Solutions for a major Wall Street Bank. The implementation encompasses standard deployment of the product to highly integrated custom development featuring enterprise integration, rich custom enhancements, personalized dashboards and reliable business process implementation, reporting, analytics, accelerators and automation.



### Out-of-the-box Deployment

- Deployment and installation of MS-CRM Enterprise Server 3.0 & 4.0.
- Deployment of CRM's server components in a scaled-out distributed network topology- Email Router, SQL Server 2000/2005 and SQL Reporting Services 2000/2005.
- Deployment of client-side Office 2003/2007 client for Outlook and Word.

### Customization & Enhancements

- Customizations to implement LOB model, process requirements, and data visualizations.
- Custom dashboard with personalized panels for sales activity, service, and operations management.
- Custom Mail Merge Office 2003/2007 client for personalized, bulk mail-merge and template management. Custom repository for mail templates.
- Custom Blackberry web-client for mobile support.
- Custom team-based Calendar for event management. Automatically synchronizes with Outlook.

### System Integration

- Integration with existing enterprise applications and Microsoft Sharepoint.
- Reliable, asynchronous workflow process automation using CRM Workflows, Windows Communication Foundation, and Windows Workflow Foundation.
- Extensive reporting, business intelligence, forecasting and analytics solutions using SQL Server Analytics and Reporting Services.



# KMM's Managed Services Practice

Our growing managed services practice with certified teams offers custom managed services based on clients' specific requirements, delivered through our IT onsite/outsourced capabilities. We're constantly building our list of standardized services through the skills, experience and methods we gain over time. KMM's quality and reliability of services are guaranteed in terms of service levels and give you access to leading technical and management expertise.

## KMM Managed Services – ITIL Approach

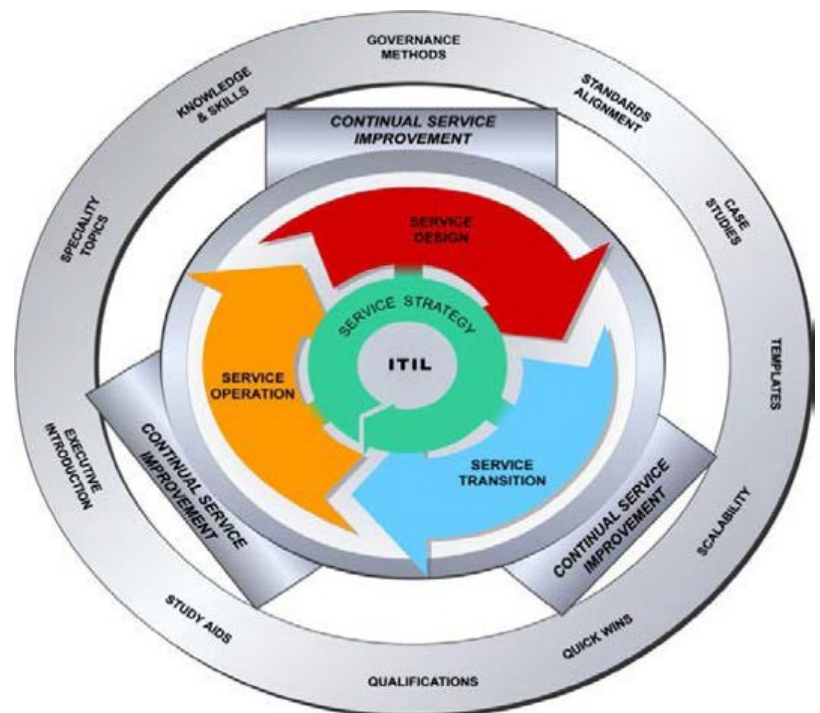
KMM's Managed Services approach creates a positive impact on client's business with its industry best practices approach.

Service Design – Establish solutions to meet requirements

- Create agreed upon service level agreements best suited to the client's business
- Measuring IT quality in business
- terms Reduced total cost of ownership Improved
- quality/consistency of service Improved IT governance
- More effective Service Management

Service Strategy – Establishes an overall strategy for IT Services and Processes

- Alignment of new & changing services to University strategy
- Supports business cases for investment
- Resolves conflicting demands for services
- Improves service quality by strategic planning
- Ensures Universities can manage the costs and risks associated with their Service



## Portfolios

### Service Transition –Managing the transition through the lifecycle

- Align the new or changed service with the Client's requirements & business operations
- Ability to adapt quickly to new service requirements
- Improved success rate of changes
- Improved organizational agility and flexibility
- Provides a consistent & rigorous framework for evaluating the service capability & risk before a new or changed service is released

### Service Operation – Day-to-day management of IT Services

- Delivering & managing services at agreed levels to Client's customers & users
- Management & monitoring of the technology that is used to deliver & support services
- Management of Incidents, including Major Incidents, & ensuring recovery of service
- Ensuring the appropriate IT organization is in place to support the overall service requirements of the Client
- Cost-effective Service Delivery

### Continual Service Improvement – Managing improvements to IT Services and Processes

- Commitment to ongoing service quality
- Ongoing improvements to service & supporting processes
- Review & implementation of appropriate University/business-focused service measures
- ROI (Return on Investment)
- VOI (Value on Investment)
- Continual improvement becomes part of "Business as Usual"

## KMM Managed Services – Benefits to Clients

- Lower Operational Cost
- Predictable Cost Model
- 24x7x365 Management
- Guaranteed Services with SLAs
- Leveraging Industry best practices
- Business focused metrics and dashboard
- Complete Audit Trails and Detailed Reporting
- Quality of Service Focus



## KMM Information Security Practice:

Everyone agrees Information is one of the biggest and most important assets. Information has to be protected to maintain the trust with customers and maintain compliance with the governing organization. To defeat the attacker, an organization must be prepared and should implement the right set of strategies for managing processes, tools, and policies necessary to prevent, identify & detect, provide a response in a timely manner.

In today's competitive world, companies have to move their business to the internet, where they communicate with millions of secure and insecure computers. During this communication, information is exchanged, but the security of the supplied information depends on the security of the other computer which is consuming this information. The growing threat of cyber-attacks has alerted governments and companies and the need for securing the infrastructure and information.



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### Key Challenges faced by companies today

- **Access Controls:** Your business should not be free for all employees so they have access to everything. Internal attacks are one of the biggest threats facing the world today. Resources having access to networks, data centers, and admin accounts can cause serious damage.
- **Mobile Devices:** Smart Phone and Tablets have increased the productivity of companies but a careless employee with an unlocked smartphone or tablet may be maliciously leaking information to the competitors or any open email might be posing an enormous security threat to company's data and systems.
- **Unpatched Devices:** There are a lot of devices in the network that is not regularly patched which leaves these exploitable devices for an attacker to get access to your network and data.
- **Cloud Application:** Companies have been moving their business to the cloud, most of the companies are not

using data level cloud encryption to protect sensitive information

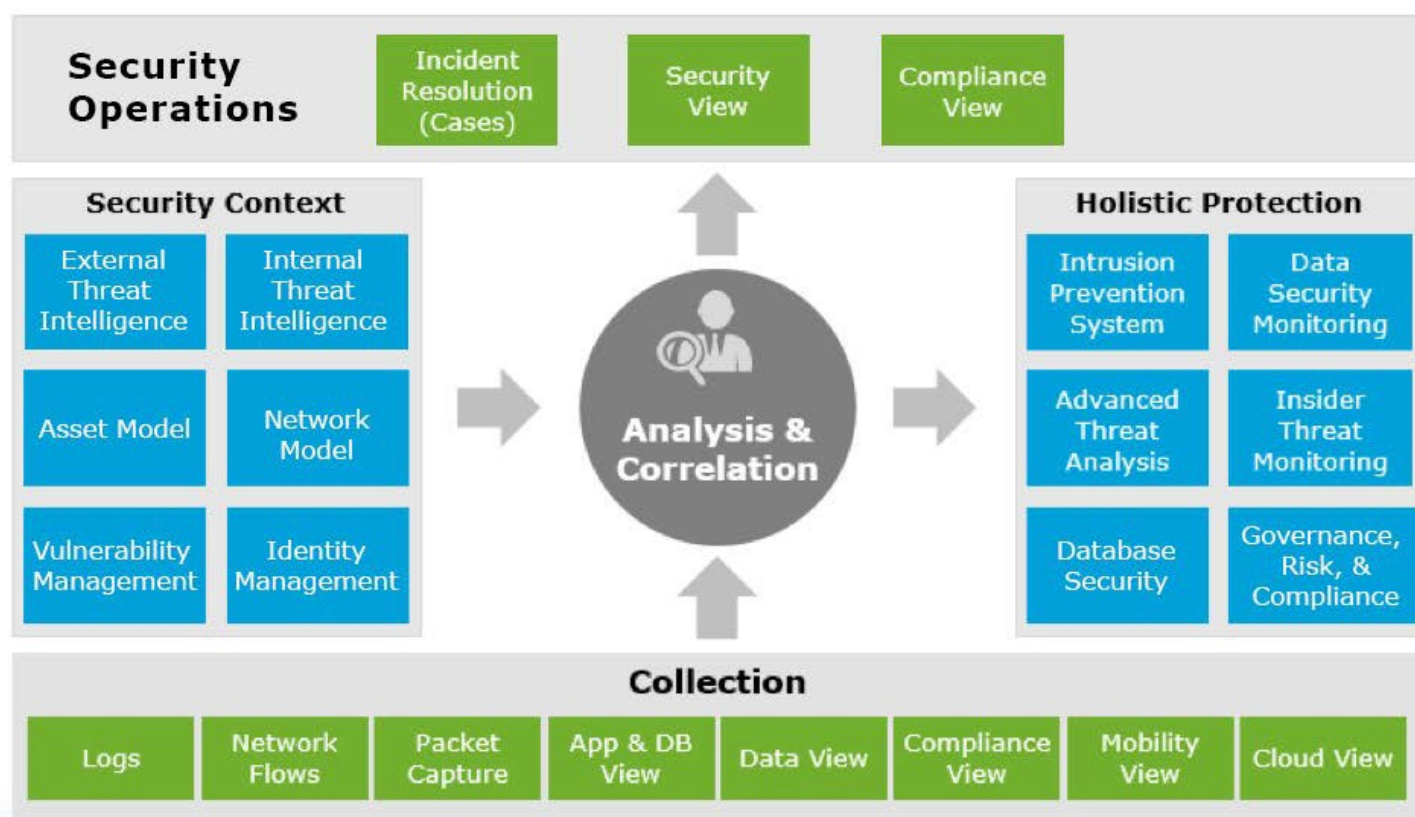
**Firewall Policies:** Firewall is usually the first level of defense against any attack. A majority of firewall breaches are caused by misconfiguration of firewall policies and rules.

**Monitoring:** Employees usually download content from websites or through email which causes security breaches. It is very important to monitor what your users are doing on the web.

**Security Awareness Training:** This is one of the biggest areas which many companies ignore. Most security breaches actually originate within the companies where employee are not able to spot email phishing or spoofing attacks. They share company sensitive data through emails without encrypting and sometimes send sensitive information to their own phones.

## KMM Information Security Solutions

At KMM, we believe in securing confidential data by implementing intelligent and systematic strategies by continuously integrating processes, people, and technology that protect vulnerabilities for your business and reduce security risks so you feel confident about the information being exchanged between internal or external sources. We ensure information is protected by implementing processes that identify risk, define strategies to manage risk and build solutions to monitor and control risks.



People often think Information Security as hardware and Software. Actually, it is the entire set which includes software, hardware, people, data, network, policies and procedures in a particular organization. Each component exhibits its own characteristics which include strength & weakness; each component has its own security requirements which need to be secured.



## Cloud Computing

- KMM provides consulting services to incorporate the latest advances in technology, best practices, and global service delivery model in the area of Cloud Computing to enable you to either migrate or manage your services on the cloud. Our team has the ability to efficiently and effectively manage the entire Cloud SDLC from planning phase to implementation and testing.
- Our management expertise in the area of Cloud Computing and Security can help your company deliver best services to your end users in the most secure manner whether it is Infrastructure as a Service, Platform as a Service or Software as a Service.
- KMM provides training to our customers in the area of security, cloud computing and compliance based on the well-established COBIT, NIST frameworks, and CSA guidelines. Our consultants are required to take the CCSK certification before we deploy them on any projects related to Cloud.
- We assist customers in designing leading-edge cloud solutions with “business-driven” approach improving IT lifecycle efficiencies, regulatory governance, security architecture design, environmental sustainability and compliance audit risk.
- Our consultants are fully capable of reducing your risks and increasing the value proposition for any of the cloud deployment models like private cloud, public cloud, community cloud and hybrid cloud.
- KMM’s cloud compliance team can identify resources to assist your company to comply with the required standards of cloud deployment whether it is FedRamp or any other standards.



# IT Service Management

The purpose of the Service Desk process is to receive service requests from users and route them to the appropriate process for handling the request. Some service requests are handled by the Request Fulfillment Process, whereas many others are routed to other processes for fulfillment.

Some of the key processes under IT Service Desk are Incident Management provides rapid response to possible service disruptions. The purpose of the Incident Management process is to focus on the restoration of a service affected by any real or potential interruption which has impact

**Incident Management** provides rapid response to possible service disruptions. The purpose of the Incident Management process is to focus on the restoration of a service affected by any real or potential interruption which has an impact on the quality of that service.

**Problem Management** identifies and resolves the root causes of service disruptions. The purpose of the Problem Management process is to resolve problems affecting the IT service, both reactively and proactively. Problem Management finds trends in incidents and groups those incidents into problems, identifies the root causes of problems and initiates change requests (RFCs) against those problems.

**Service Level Management** enables formally documenting the needs of its customers by using agreements and providing the correct level of service to meet those needs. It provides a means to review, enforce, and report on the level of service provided. Service targets can be defined & monitored. It acts as a bridge between IT service support and IT operations. This enables costs to be controlled and helps to provide a consistent level of service in support of key business services.



## Service Catalog

Service catalog contains information about deliverables and processes for a requested service. It offers fast, easy-to-use, self-service processes for end users and reduces the service desk's workload. It provides a standard set of services needed by the business unit through a fulfillment process.

## Asset Management

Asset management manages investments, assets, and resources for better decision making and cost reduction. It lets IT managers know, from procurement through disposal, what they have, where their assets are located, how much they cost, and who is using them. It helps address IT cost management challenges and helps reduce total cost of ownership. It also simplifies the growing complexity of License compliance.

## Change Release Management

### Change Management

The process is to achieve the successful introduction of changes to an IT system or environment and provides visibility into end-to-end change management. It increases change advisory board (CAB) effectiveness, automates impact analysis and collision detection, detects unplanned changes, and improves audit and compliance postures.

### Release Management

The controlled deployment of approved changes within the IT infrastructure. The purpose of the Release Management process is to prepare and finalize release packages that are fit for deployment so that optimal business value will be attained when deployment occurs.

### Configuration Management

Configuration Management identifies, controls, and maintains all elements in the IT infrastructure called Configuration Items. The purpose of the Configuration Management process is to maintain the integrity of configuration item (CI) with respect to the deployed infrastructure and to provide accurate information about CIs and their relationships.

## Benefits

KMM's integrated tools and process model mentioned above for managing IT services helps realize the following benefits:

### Reduce Help Desk Calls:

The Service Catalog allows end users to select available services and deploy approved software to their devices without help from IT staff which drastically reduces the cost of maintaining a large IT help desk.

### Improve First Call Resolutions:

KMM helps implement ITIL best practice which would facilitate in process automation capabilities by integrating knowledge and problem management, and provide visibility into asset, configuration, and change information which would facilitate the Helpdesk in First call resolution.



# KMM's Enterprise Resource Planning

## Complete Solution for your Business

KMM Technologies is a leading ERP consulting, outsourcing and licensing solutions provider focusing on customers deploying enterprise-wide software solutions. Our edge is the talented pool of ERP- certified experts with in-depth knowledge in various technologies.

KMM's extensive product portfolio includes innovative applications, Middleware, Database, Business Intelligence and EDGE products. KMM has extensive experience in CRM, SCM, and HCM, having provided business consulting and technology services to companies in industry verticals as diverse as manufacturing, banking and financial services, real estate and high technology.

***Derive maximum benefit from KMM's solutions and service offerings associated with ERP applications.***

The need of a comprehensive suite of integrated applications resulted from the performance of redundant proprietary legacy systems, which pose problems with their distinct architecture and software and hardware incompatibilities. An organization with each department having a separate application and their own data, a lot of time, resources and cost is wasted in communicating, sharing and transferring vital information and data at critical times.



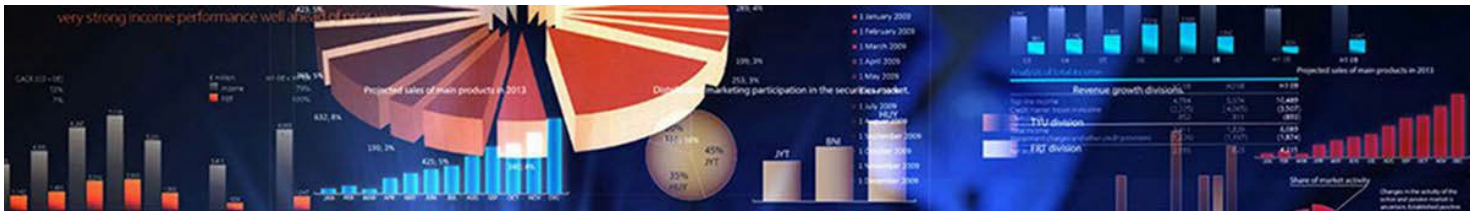
## KMM's Advantage

- Expertise in offshore development, onsite implementation, and post-deployment support
- Experience in consulting, implementing and supporting ERP projects
- Dedicated team of experts with experience across industries and geographies
- 24x7 support SLA-driven
- Adherence to security compliance
- Efficient business process integration through SOA
- Comprehension and assessment of your business and IT systems environment

Whether it is gaining information on the exact status of production schedules and inventory levels or managing the complete recruit-to-retire process, ERP gives a real-time comprehensive view of all the activities. With emerging technologies like ERP, your business can expand its customer base and enhance customer loyalty and satisfaction, besides predicting market requirements.

## KMM's ERP Services

- Architectural & Technology Services
- Product Health-check Services
- Traditional Implementation Services
- Accelerated Implementation Services
- Upgrade Services
- DBA Services & Support
- Applications Supplemental Support
- Help-desk Services
- Extension Support & Administration Services
- Test Center Services



## Big Data & Analytics

KMM's Big Data & Analytics practice provides leading-edge solutions by combining analytical expertise with deep industry knowledge and focusing on solutions to meet practical business issues. As a trusted Partner to SAS Institute, KMM specializes in implementing robust and scalable solutions based on SAS Software and Big Data Tools:

### – Architecture and Platform Administration

- Proficient in deploying, administering and making recommendations for SAS Multi-Tier Architectures, including SAS Enterprise Business Intelligence, SAS Visual Analytics, SAS Office Analytics, SAS Data Management, SAS Enterprise Miner and Text Miner and other major and foundational SAS technologies
- Experience in implementing distributed SAS architectures such as SAS Grid and SAS In-Memory based solutions. Expert level Knowledge in implementing and administering CAC/SSO in SAS Multi-Tier Architectures.

### – Enterprise Data Management – Big Data, Analytics, and Visualization

- Proficient in SAS data manipulation and preparation including ETL/ELT, Data Quality and Master Data Management
- Proficient in SAS Advanced Analytics to include descriptive statistics and structured and unstructured data mining

### – Cybersecurity

### – Customer Intelligence and Marketing Analytics

### – Risk Management, Fraud Prevention Framework and Regulatory Compliance.



## Digital Platform Development

The engineering of robust, scalable, high performing and secure enterprise Web and Mobile applications tightly integrated with complex data oriented back-end business systems is a central tenet to KMM's Digital Platform Development practice.

- KMM worked with a major magazine and digital media publisher to facilitate content publishing on multiple tablet and e-readers. KMM evaluated vendor software, created procedures for quality assurance testing, provided technical expertise on mobile software development best practices, created test plans for multiple hardware and software versions, and wrote technical documentation to support the project. KMM is currently working with the publisher's software development partners to participate in iterative development sprints and feedback cycles.
- KMM Technologies, Inc. worked with a major systems integrator as a consulting/staffing partner in support of the Electronic Research Administration (eRA) project at a major federal health agency in its dedication to making the research enterprise more effective and efficient through business process reengineering and the use of current technologies. KMM supported the development of the eRA Software Development Life Cycle, based on the DHHS Enterprise Performance Life Cycle Framework and leveraging best practices for iterative development.
- KMM also provided consulting services for a federal regulatory agency on its Device Registration & Listing Module project. The DRLM application is designed, developed and implemented in extranet environment using J2EE technologies, Spring framework, Hibernate and Oracle as Database.
- KMM was involved in the development and implementation of web portals for a major health insurance company. This E-Business project is intended for the unification of variously defined healthcare products under one portal called eBiz. The project is designed utilizing latest technologies focusing on performance and reliability. Project architecture is divided into Presentation, Service and Data layers. Followed agile development methodologies.

K M M T E C H N O L O G I E S . C O M





# KMM Technologies, Inc.

Innovation | Integration | Results

**KMM Technologies, Inc.** (KMM) founded in 2003 and CMMI Level 2 & ISO 9001:2008 Certified company – provides high-quality IT consulting services and innovative solutions by using the most effective and modern technologies. We have a core group of Subject Matter Experts with certifications and immense experience in successfully delivering mission critical solutions. We have extensive industry experience in the financial, insurance, Health IT, media, marketing, retail, and govern –ment markets. We have a proven track record in understanding our client’s business challenges, determining a customer-focused solution, and providing the technical implementation and documentation to bring it to fruition.

KMM’s partnerships with leading software companies enable us to deliver better solutions to our clients that are quality driven, within budget and on-time.



As a systems integrator and technology consulting services provider, KMM maintains core competencies in:

- Section 508 Compliance
- Digital Platform Development
- Big Data & Analytics
- Enterprise Resource Planning
- IT Service Management
- Cloud Computing
- Information Security
- Managed Services
- Customer Relationship Management
- Product Lifecycle Management

## Clients

National Geographic Partners, LLC  
 Fannie Mae  
 Wichita Public School System  
 SAS Institute => AMEX, Bank of America,  
 Chase Bank, FORD, Frost Bank, SCE, UNC,  
 Ogilvy, SEC.gov, SSA.gov  
 hCentive, Inc.  
 Scripps Networks Interactive  
 SCI Group => USPTO, NIH, USDA  
 Chenega => DOL/OSHA  
 Blue Beacon => SBA.gov  
 Ellucian  
 FINRA  
 ManTech  
 FOLIOfn, Inc.  
 Skechers USA, Inc.  
 Cimarron, Inc.  
 Sutherland Global

## Contract Vehicles

**GSA Schedule 70:** GS-35F-332DA  
**SeaPort-e:** N00178-16-D-8843  
**DUNS:** 615094948, **CAGE Code:** 4ZN24  
**NAICS:** 541511, 541512, 541513, 541519,  
 541690, 541330, 541990

## Contact Us

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