

# TIPS VENDOR AGREEMENT

Between Integrated Register Systems, Inc dba and  
(Company Name) INTouch Receipting

## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

### RFP 180306 Technology Solutions Products and Services (2)

#### 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 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. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

A Purchase Order, Agreement or Contract 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 to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

# 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. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

## Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. All equipment proposed shall be new unless clearly stated in writing.

## 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) executed by authorized agents of the participating government entities.

**Davis Bacon Act** requirements will be met when Federal Funds are used for construction and/or repair of buildings.

## 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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### **Assignments of Agreements**

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

### **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 Members in the TIPS program.
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 a two (2) year term with an option for renewal for additional one (1) consecutive year. 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. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

### **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.

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

**Invoices**

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, 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 and the TIPS Member.

**Payments**

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

**Pricing**

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

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 provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to 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 Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. 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 record 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 or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable 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. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **Multiple Vendor Awards**

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation's specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

### **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**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. 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 or services already on Agreement at any time.

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

If a deviation of pricing/product on a purchase order or contract modification occurs, TIPS is to 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 Federal Regulations 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. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

**TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "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 monthly).

**Form of Agreement**

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

**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 any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.



**Site Requirements (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.

**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within 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.

**Supplemental agreements**

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract 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 or contract 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.

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**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 Solicitation and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the 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 of TIPS related purchases 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 one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

**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.

**Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general



scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

#### **Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

#### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

#### **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, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same 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.

## SECTION HEADERS OR TITLES

THE SECTION HEADERS OR TITLES WITHIN THIS DOCUMENT ARE MERELY GUIDES FOR CONVENIENCE AND ARE NOT FOR CLASSIFICATION OR LIMITING OF THE RESPONSIBILITIES OF THE PARTIES TO THIS DOCUMENT.

### NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

Texas governmental entities are prohibited from doing business with companies that fail to certify to this condition as required by Texas Government Code Sec. 2270.

By executing this agreement, you certify that you are authorized to bind the undersigned Vendor and that your company (1) does not boycott Israel; and (2) will not boycott Israel during the term of the Agreement.

You certify that your company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686.  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

### Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders.

General Liability	\$1,000,000 each Occurrence/ Aggregate
Products/Completed Operations	\$1,000,000
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ others than owners and provide services or on-site delivery or work, not just goods	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.


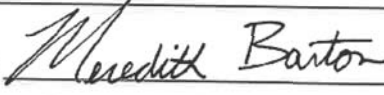

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt 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 violation of the terms and conditions of this Agreement and will result in 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 24 business hours.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
- **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.

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**Page 12 of 12 will be the TIPS Vendor Agreement Signature Page**

# TIPS Vendor Agreement Signature Form

RFP 180306 Technology Solutions Products and Services (2)

Company Name Integrated Register Systems, Inc.  
Address 4415 Pacific Hwy E  
City Tacoma State wa Zip 98424  
Phone 2539226077 Fax 2539226154  
Email of Authorized Representative arnoldm@intouchreceipting.com  
Name of Authorized Representative Arnold Mortzheim, CPA  
Title President  
Signature of Authorized Representative   
Date 04/20/2018  
TIPS Authorized Representative Name Meredith Barton  
Title Vice-President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date 5/25/18

# 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 VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				
Bid Number	180306			Floor/Room
Title	Technology Solutions Products and Services (2)	Department Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/1/2018 08:05 AM (CT)			Email
Close Date	4/30/2018 03:00:00 PM (CT)	Floor/Room		
		Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

## Supplier Information

Company	InTouch Receipting (Integrated Register Systems, Inc.)
Address	4415 Pacific Hwy E
	Fife, WA 98424
Contact	arnold mortzheim, cpa
Department	
Building	
Floor/Room	
Telephone	(253) 922-6077
Fax	
Email	arnoldm@intouchreceipting.com
Submitted	4/21/2018 07:11:15 PM (CT)
Total	\$0.00

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

Signature ARNOLD P MORTZHEIM

Email arnoldm@intouchreceipting.com

## Supplier Notes

## Bid Notes

This is a supplemental RFP and if you were awarded on TIPS RFP 170306 and you do not wish to modify your contract with a new proposal, you SHOULD NOT propose on this solicitation. Both have the same termination date.

## 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.	No
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.)	InTouch Receipting is a fully integrated building and online point of sale and online web store. InTouch integrates with all leading general ledger, student information, library/text, food service delivering unparalleled service to parents, community, and donations. InTouch is managed by a CPA with internal controls designed throughout the application protecting the district and offering complete transparency. InTouch offers an online Athletic and Activities Registration System supporting the parent's ability to scan/submit forms. InTouch's point of sale terminals work at the bookkeeper, teacher, athletic gates, fine arts gates, hallways - fully integrated. Our professional design, planning and implementation services are unmatched. With InTouch a district has more than a few web training and remote support - we offer full onsite professional training. InTouch has a 99% customer retention rating covering over twenty years. We offer all our clients as references!
6	Primary Contact Name	Primary Contact Name	ARNOLD MORTZHEIM, CPA
7	Primary Contact Title	Primary Contact Title	President
8	Primary Contact Email	Primary Contact Email	arnoldm@intouchreceipting.com



9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2539226077
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2539226154
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2536062682
12	Secondary Contact Name	Secondary Contact Name	VICTORIA ATWOOD
13	Secondary Contact Title	Secondary Contact Title	Marketing Administration
14	Secondary Contact Email	Secondary Contact Email	victoria@intouchrecepting.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2539226077
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2529226154
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2536063513
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ryan Reed
19	Admin Fee Contact Email	Admin Fee Contact Email	ryanr@intouchrecepting.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2539226077
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ryan Reed
22	Purchase Order Contact Email	Purchase Order Contact Email	ryanr@intouchrecepting.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2539226077
24	Company Website	Company Website (Format - www.company.com)	www.intouchrecepting.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	91-1611372
26	Primary Address	Primary Address	4415 Pacific Hwy E
27	Primary Address City	Primary Address City	Tacoma
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	wa
29	Primary Address Zip	Primary Address Zip	98424
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.)	point of sale, athletics, fund raisers, budget, student activities, general ledger, general fund receipts, pre school, community education, athletics, registration, student stores, concession, athletic gates, drama gates, credit cards, web store, online shopping, fines, fees, student debts

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:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	TACOMA
34	Company Residence (State)	Vendor's principal place of business is in the state of?	WA
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%.	10%
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?	5
45	Years Experience	Company years experience in this category?	25
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: (No Response Required)

- 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.

50 Texas HB 89- Texas Government code §2270 compliance

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq. YES

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.  
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.  
I swear and affirm that the above is true and correct by a "YES" response.

- 51 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?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here?
- 53 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
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 55 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.

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.

57 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.

58 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.

- |    |                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                        |
|----|------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| 59 | 2 CFR PART 200 Contract Provisions Explanation | <p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:</p> <p>The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>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.</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                 | (No Response Required) |
| 60 | 2 CFR PART 200 Contracts                       | <p>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.</p> <p>Does vendor agree?</p>                                                                                                                                                                                                                                                                                                                                                                                                   | Yes                    |
| 61 | 2 CFR PART 200 Termination                     | <p>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)</p> <p>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.</p> <p>Does vendor agree?</p> | Yes                    |

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <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). 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. Does vendor agree?</p> <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. 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. Does vendor agree?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <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) 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). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

65	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
66	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

67	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
68	Remedies Explanation of No Answer		
69	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
70	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?

- |    |                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
|----|---------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| 71 | Alternative Dispute Resolution                          | 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.<br>Do you agree to these terms? | Yes, I Agree |
| 72 | Alternative Dispute Resolution Explanation of No Answer |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
| 73 | Infringement(s)                                         | 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.<br>Do you agree to these terms?                                                                                          | Yes, I Agree |
| 74 | Infringement(s) Explanation of No Answer                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
| 75 | Acts or Omissions                                       | 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.<br>Do you agree to these terms?                                                        | Yes, I Agree |
| 76 | Acts or Omissions Explanation of No Answer              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |
| 77 | Contract Governance                                     | 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.                                                                                                                                                                                                                                                                                                | Yes          |



78 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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.

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?

79 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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 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

<p>80 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees</p>	<p>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.</p> <p>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:</p> <p>(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.</p> <p>I certify that:</p> <p>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.</p> <p>OR</p> <p>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:</p> <p>(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.</p>	<p>None</p>
<p>81 Solicitation Deviation/Compliance</p>	<p>Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?</p>	<p>Yes</p>

82	Solicitation Exceptions/Deviations Explanation	<p>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.</p> <p>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.</p> <p>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.</p>	
83	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
84	Agreement Exceptions/Deviations Explanation	<p>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.</p>	
85	Texas Business and Commerce Code § 272 Requirements as of 9-1-2017	<p>SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.</p>	(No Response Required)

Line Items		
Response Total:		\$0.00

REFERENCES
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Please provide three (3) references, preferably from school districts or other governmental entities who have used your services within the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Keller ISD	Amanda Horn	amanda.horn@kellerisd.net	817-744-1170
Davenport School District	Claudia Wood	woodcl@mail.davenport.k12.is.us	(563) 445-5000
Spokane School District	Cindy Coleman	cindyco@spokaneschools.org	(509) 354-5900
Mesa Unified School District	Carol Alexander	clalexander@mpsaz.org	<b>(480) 472-0126</b>
Mesquite ISD	Amanda Burns	aburns@mesquiteisd.org	972-882-7319

## Certification Regarding Lobbying

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

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by 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.

Integrated Register Systems, Inc  
Name of Organization

4415 Pacific Hwy E Tacoma, WA 98424  
Address, City, State and Zip of Organization

ARNOLD MORTZHEIM, PRESIDENT  
Name & Title of Submitting Official

Arnold Mortzheim, President  
Signature

4/20/18  
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: ARNOLD MORZHEIM, PRESIDENT  
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: Arnold Morzheim

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**

IF OFFERER IS A CORPORATION,

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

**OFFERER:** INTEGRATED REGISTER SYSTEMS, INC dba IN TOUCH RECEIPTING  
(Name of Corporation)

I, ARNOLD MORTZHEIM certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

named as OFFERER herein above; that

ARNOLD MORTZHEIM  
(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

ARNOLD MORTZHEIM, PRESIDENT  
(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

Arnold Mortzheim  
SIGNATURE

4/20/18  
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 Members 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?**

(Check one)

☐ YES or NO ☒

**2. If yes to #1, do you agree to comply with the following federal requirements?**

(Check 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 INTEGRATED REGISTER SYSTEMS, INC

Print name of authorized representative ARNOLD WEOPRZHEIM

Signature of authorized representative [Signature]

Date 4/20/18

## Texas Government Code 2270 Verification Form

Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I, ARNOLD MORTZHEIM as an authorized representative of

INTEGRATED REGISTER SYSTEMS, INC., a contractor/vendor  
Insert Name of Company

engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX, 75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

Arnold Mortzheim, President  
Signature of Named Authorized Company Representative

4/20/18

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.

**If you claim that parts of your proposal are confidential, complete the top section below.**

**I claim part of my proposal to be confidential and 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 and Title 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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR**

**If you do not claim any of your proposal to be confidential, complete the section below only.**

**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.

Arnold Mortzheim		CEO	
Printed Name authorized company officer		Title of authorized company officer	
4415 Pacific HWY E	Fife, WA	98424	253-922-6077
Address	City	State ZIP	Phone
Signature 		Date 5/18/18	



## Warranty Information

As part of our client services, InTouch provides equipment related to point of sale activities, these being:

- Receipt printers
- Cash drawers
- Encrypted magnetic stripe credit card readers
- EMV credit card readers
- Bar code scanners
- Touch screens
- Computers

All of these items are covered by their respective manufacture warranties





April 20, 2018

RFP 18306 Technology Solutions Products and Services

## PROPOSED GOODS AND SERVICES

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Integral to this summary document is the complete written proposal (approximately 90 pages) included in the submission.

This document is a summary of the larger referenced submittal.

Presented in the complete document was the overall InTouch concept, application, professional services and pricing scenarios. It is extremely critical the reader view InTouch as a streamlined, but far-reaching method to manage revenue collections using cash, checks, credit cards in both a building and online setting. There are many products in this vendor space which address pieces of what InTouch does, none provide the internal controls, integration and collection abilities of InTouch, TouchBase (InTouch Pay) as fully or partially implemented.

This document has the following sections

- Proposed goods – what applications can InTouch address

- Professional services – what services and service levels are available

- Pricing alternatives – introduction of the transaction-based pricing model and the historical premier pricing model

## Proposed Goods

InTouch provides (these attributes can be purchased separately or bundled)

Building point of sale – counter sales for student activities, district monies, fundraisers, any item to be collected by any school building or business office. Building point of sale can collect using cash, check and/or credit card. Note: InTouch **IS** a point of sale application completely unmatched for speed, clarity and accuracy in the in-person collection of money.

### Examples of sophisticated, integrated POS terminals

- InTouch – Teacher

- InTouch – Advisor/Sponsor

- InTouch – Bookkeeper (collects everything AND may collect from teachers, advisors, etc.)

- InTouch – Student activity in the hallway (shirt sales, ticket sales) ran by a student club

- InTouch – Drama gates

- InTouch - Football and athletic gates





InTouch - Off campus donation terminals (control cash & offer credit cards in remote locations)  
InTouch – concession sales and management

Examples of point of sale station configurations

Just a PC connected to the district network

A device connected to the district network (InTouch running in a browser) – Chromebook, iPad..

Peripherals

Receipt printers

Cash drawers

Credit card swipe readers (EMV and Encrypted Readers)

Touch screens

Scanners (scan student id, scan UPC codes)

**Community Education** – sales and reporting management of camps, enrichment programs, and other CE activities. Full online and building point of sale integration. Ability for parents to sign up and complete necessary information online or in the building.

**Employee Benefits** – billing, invoicing and collecting for insurance programs, FMLA billings, COBRA...

**Building Rentals** – billing, invoicing and collecting for building rentals

**Fund Raising Management** – Use of InTouch Terminal and TouchBase – Fund Raising website to avoid crowd funding application (lack of internal controls) focused to a specific fundraiser with its own website. Improve controls substantially, issue a district receipt, lower credit card costs to the average of 3% or less compared to expensive donation sites.

**Student Ran Stores and General Concessions** – Use of InTouch and the Store Inventory Module for fast point of sale functionality, inventory control, gross margin analysis among other attributes. Excellent cash controls and designed for student clubs (DECA) to learn and manage.

**Accounting Systems Integration** – Virtually all InTouch clients use InTouch’s certified accounting systems interface which consolidates and helps the reconciliation process and creates a file(s) for accounting system uploads (almost) automatically

**Athletic and Activity Registration Management** – Integrated with InTouch’s student information systems interface, the Registration Management Application allows a parent to enroll their child into an activity online easily and pay any associated fees. Parents can complete the forms and receive an acceptance (email) confirmation from the building. Parents can submit scanned documents such as physical forms and permission slips in this module. This module can be setup as a stand-alone module for a district.

**FundTracker – Building-Level Accounting** – The fully integrated FundTracker module allows a building to track activity budgets easily. The module integrates with InTouch and TouchBase for in-person and online transactions, respectively. FundTracker supports PO generation, AP and fund-balance management.



**Athletics and Activities Module** – This module is integrated with InTouch, TouchBase and the Student Information System Interface – this module is compliance-based: if participation in a sport requires forms to be submitted, proper grades, fees paid, fine status ok, then the AAD advises the coach or activities person the student is eligible to participate. If the student is missing any attribute, the coach knows why the student is not eligible and can assist the student to clear the problem.

**Interface – Student Information System (SIS) – Demographics** – this interface receives significant student and guardian information to assess fees, fines and address receipts to the student for excellent audit control and to support the variety of reporting building personnel require (list of who has paid the English AP Exam (who has not paid). This interface is the core for parent online login and what information does a parent see.

**Interface – Student Information System Enhanced Data** this interface is of exceptional value for a parent completing community education, parking pass, Athletic and Activities Registration online. InTouch captures approximately 75 additional data fields from the SIS (or more) to assist in completion of an online form or application.

**Interface – Library and Textbook Systems Fine Management** – This interface is a two-way interface which automatically applies a fine to a student's account if the librarian and/or textbook manager marks the book as lost. This is an automatic update. A parent can pay online with TouchBase, return the book, and/or pay over the counter – once paid, the textbook or library system is communicated to clear the fine. Unattended.

**Interface – Food Service – Student/Staff** this interface automatically sends to the food service application student and/or staff food service deposits collected over the counter or online. The great benefit this offers is a parent can purchase their yearbook, pay a class fee, pay a library fine for their entire family + make food service deposits in one credit card transaction. Note – InTouch does NOT force the parents to pay \$1.95 or \$3.95 for this transaction – fees charged to the parent are up to the district. The InTouch model is not about InTouch collecting revenue, the InTouch model is about helping the district collect revenue and managing the parent relationship how the district (not InTouch) deems appropriate.

**Interface – Student Schedules (Courses) for Fee Assessment** – this module integrates with the SIS and simply manages the board-approved fee assessment based on student class enrollment. The interface knows if the student drops a class (drops the fee), is free/reduced (price shifting), or is enrolled in the class. If the student is enrolled in a fee-based class, the student is properly and automatically fee'd for the class. The parent can go online and pay the fee through TouchBase or over the counter or both.

**System Attribute – Mass Fees** – this application is extremely useful to improve collections and internal controls along with enhancing the parent experience online with TouchBase. For example, all fifth graders going on a field trip can be charged for the trip in a few clicks, all students on the Volleyball team fee'd for their participation, all students in NHS can be fee'd for their club dues. Fees can be fully, partially paid or waived. Full audit trail on fee adjustments and waivers.

**System Attribute – Fund Raiser, Activities, and Athletic Budget Management** this system attribute consolidates the use of FundTracker for budget controls, Registration for forms management, InTouch Pay for specialized Fund Raiser web site (store), TouchBase Donation Site, and, of course, InTouch POS in



the building. Improve internal controls, lower administrative costs, increase revenues and increase net revenues by lowering costs for credit card and other management.

**InTouch Pay (formerly TouchBase)** – Detailed in the full document, InTouch Pay allows anybody to do business with the district online – of course at the district's discretion, such as:

- Parents – pay for student activities, fines, fees, classes, events – see all financial ledgers online
- Community – with **Touch Pay Donation** the community can easily select and donate to the school building and program of their choice
- Fund Raisers – with **Touch Pay Fund Raiser** the club can submit to InTouch text, videos and other information to setup a fully integrated website for fund raisers. There is a small, \$75 fee for setting up the web page. This ability dramatically improves internal controls (money collected is deposited directly to the district's bank account not a teacher or sponsor's), lowers costs as the transactions are going through the standard credit card processing (estimate total credit card cost at 3% for an average \$80-100 transaction). This module can be setup as a stand-alone module for a district.
- Staff, building rentals, community education and all the different customer-types doing business or donating to the district can be setup as a guest, create an account, and/or be added from a staff electronic interface.
- Bill other school districts for tournament fees and other activities

## PROPOSED SERVICES

The services required will be dependent on two factors, these being:

1. Modules, system attributes, interfaces and other district requests
2. The selection by the district of the Premier or Transaction-Based Model

### General discussion

Historically, InTouch had one implementation model which is what we currently title the Premier Model, now InTouch offers another model called the Transaction-Based Model. These are designed to provide a district flexibility on how they wish to implement their system.

InTouch has several accountants providing professional services, led by a licensed (Washington) CPA, to assist districts in evaluating process, specific processes, internal control issues, internal control improvement, accounting setup, reconciliations, development of closing and posting processes and more. InTouch has an experienced and professional group of staff to assist a district in detailed system design. We believe districts leveraging our POS and integration experience have cleaner audits, higher productivity, happier parents, higher revenue collections, informed stakeholders and a better environment. These services are available to any district and are charged based on the project and the model selected. The Transaction-Based model was designed to significantly reduce initial



implementation costs and, as such, these professional-level services are not included at larger extent (however remain available if the district wishes).

Implementation is equally dependent on modules and services requested. InTouch has a tremendously experienced staff working in virtually every leading SIS, general ledger and other district systems. We have never missed an implementation and we take serious pride in our core competency. The implementation team works in concert with professional services in confirming the district is ready to fully function by the set operational date. InTouch has a distinct advantage over any competitor we know – because we are cored in (retail) POS – in retail POS the point of sale system must be operational on the grand opening day – we have this discipline to get everything completed on time and properly.

Training under the Premier model is in person. This onsite training with a competent trainer is unmatched in the industry. Lesser-based applications only offer web based training and probably so as the systems do not reach as deep and far as InTouch, provide limited customer satisfaction, are more about the vendor than the district, have little internal control attention and other deficiencies – in both application and staff talent. InTouch offers onsite, competent trainers with an average of twenty years accounting experience. Onsite training is coordinated by the professional, implementation and technical teams which rounds out why InTouch has a 99% customer retention covering 25 years.

InTouch is managed by a CPA – InTouch operates very similar to a CPA firm as compared to a call center.

## Pricing and Budget

InTouch's pricing has two models as discussed previously, these being:

Premier (full, turn key)

Transactional Based (district selects the modules and training needed which builds a price per InTouch transaction fee

InTouch can provide BOTH models to a district where the district determines which model works best for them. In the end, either model will provide excellent application and provide excellent design, implementation and support options.

To provide a budget, InTouch would need to start:

- General idea what the district is trying to accomplish
- Review of documents like this one where the district checks off the modules requested
- Number of district students and site counts for reference
- Identification of business activities (sites, venues, stadiums, forms, programs)

From this point, InTouch can prepare a budget, presentation and discussion.



# THIS DOCUMENT IS ATTACHED AS IT IS A PRELIMINARY DISCUSSION OUTLINE WITH A PROSPECTIVE INTOUCH CLIENT

2018

InTouch Presentation Notes – some things we could cover

## New releases

- InTouch Pay
- InTouch Pay – Registration (Athletic and Activity Registration)
- Specialized Donation Site

## InTouch Terminal (100)

- Sites
- District office
- Special venues such as daycare, preschool care, pools
- Employee Benefits
- Teachers
- Gates/Concessions

**InTouch Terminal**

Terminal #: 1 User: 273falk, 273falk Site: Mountain View

**Receipt Mode**

Name: Acosta, Karla **Fines: 0**  
 ID: 119897 I AM OK: Yes **Fees: 1**  
 Grade: 11 Account Balance: 0.00 **Notes: 2**

REGISTRATION FEE	CAFETERIA PAYMENTS	ACTIVITY CARD	PARKING	YEARBOOK
TEXTBOOK RENTAL	REGISTRATION COMBO	STADIUM	REGIONALS	AP EXAMS
LOST MEDIA BOOKS	SUNDOWN	ID ONLY	TRIPS	FUNDRAISERS
BTW	DRIVING PERMIT	BASEBALL HAT	SUPPLY REGISTER	CLUBS + ACTIVITIES
EVENT TICKETS	PE UNIFORMS	CHOIR DRESS VEST	ATHLETICS	T-SHIRTS
ECA CAMPS-SUMMER	ECA CAMPS-SCHOOL YEAR	TICKETS - LAYER 6	PAYMENT ON ACCOUNT	okc event

Tax: 0.00  
Total: 0.00

Enter Fines Finish Sale  
 Enter Fees Quick Screen  
 Customer History Lookup Student  
 Customer Info Lookup Non-Student  
 InTouch Manager Lookup Inventory  
 Sign out More...

Quick Cash Even \$1 \$2 \$5 \$10 \$20

### Terminal functions (100.10)

- Setup of students – students come in from the student information system
- Non-students represent clubs, teachers, donors, building rentals ...
- Alert! For student or customer's open fines, fees, and account balance
- Cash, check, credit card, on account, and 'other' tender payment types sales for InTouch sales
- Supports ALL fund-type transactions in one sale transaction
- Lookup inventory
- Check tracking for NSF checks
- Credit card collections
- On Account capability – for refunds, deposits, billing models
- Student History (historical data)– all transactions from first grade, email, reprint, purchases/fees/fines/on account
- Extended terminal functions
  - Changing prices
  - Memo to a transaction
  - Data element collection at the time of the sale – parking pass example
  - Screen layers for organization



- Ease of corrections and error reduction
- Fine entry process, Fee entry process
- Partial payments of fines, fees and items
- Price shifting capability from customer groups and item groups
- Customer ledgers at terminal – receipt, fine, fee, account
- Customer notes at terminal
- Error correction – wrong item, wrong student transactions
- Refund controls – to on account, accounts payable, credit card

#### Terminal Connectivity to Peripherals (100.20)

- USB printers
- EMV and non EMV Card Readers
- Cash drawers – usb or printer
- Windows printing
- InTouch terminal can run with or without peripherals

#### Terminal functions – internal controls (100.30)

- Cashier login security
- Function security – who can adjust/clear fines and fees
- Function security – who and how voids and other corrections are managed
- EOP – end of period close out control and accountability
- Review of once a transaction is in, it is “in” the system
- Library fee interface – movement of library transactions into terminal
- EOP transfer

### Manager Functions (200)

- Manager controls the terminal setup
- Manager is where the users/district sets up accounting and items
  - Account structures – account structures
  - Account codes connect to structures or funds
  - InTouch items are connected to the account codes – many items can connect to one account code
- Manager is where reporting is generated
- Mass fees and customer groups for mass fees and reporting
- Account billings and management
- Security settings – from concession point of sale/teacher/bookkeeper to district
- District wide district access – remove needing to send reports back and forth
- Reporting in Manager or Web-based – reports and data can be exported





- Specialized queries in qry library for district use

## TouchBase – Online Functions (300)

Family Support - Example (300.10)

**Arizona Unified School District #1**

**MODERN**  
PUBLIC SCHOOLS

[Your Family](#)[Contact Us](#)[Checkout](#)

Who are you shopping for?

Kirsten Amazing  
Westwood HighGrade 12

Stacey Amazing  
Taylor Jr HighGrade 08

Anita Amazing  
EagleridgeGrade 06

Mom Amazing

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# Modern Public Schools

Making Taking Money Easy



[Your Family](#)

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## Mitchell Wallace

**Attention:** Mitchell has \$70.00 in unpaid fines/fees.

[Pay](#)

High School students, please pay 2013/14 class fees here.

You must complete the checkout process for all **fines** before optional items will be available for purchase.

### Shop/Donate

Items At Student's School

Items At All Schools

Pay Fines/Fees

### Reports

Purchase History (Customer Ledger)

Reprint Receipts

Unpaid Fines/Fees

Statement of Account

### Other

Recurring Purchases

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- Fully integrated with InTouch
- Parent can pay for fees, fines, items on line – immediate recognition in the reporting at the sites
- Can control if a student account can purchase an item based on open fines
- District is the merchant – secure and safe
  - Uses FrontStream or other gateways
  - Uses the district's merchant account
  - InTouch charges just \$.40/transaction no charge for the site or maintenance
  - Total fees about 3% for bank + processing + InTouch
  - Charge optional web convenience fee
- Fully complements the use of InTouch terminal *not all parents want to or can pay online*
- TouchBase is sensitive to selling items
  - By student grade
  - By student site
  - Does the student have a fine due? Example: cannot purchase prom ticket with open fines



- Recurring payments ability
  - Deposit on account (benefits, cobra, day-care..)
  - Item purchases such as food service deposits (\$20/month example)
  - Stored at processor level, not retained in InTouch database
- Special DONATION Websites
  - TouchBase Lite for standard donations
  - TouchBase Lite for focused donations (a specific club)

## Interfaces and Technical (400)

### Library Interface

- Library interface automatically moves lost books to InTouch (not \$.05 type transactions)
- Parents can pay on line or find the books
- Payments are automatically sent back to the library system and cleared
- No labor involved or fine slips, quicker information to the parents

### Schedule interface

- If there is a situation where a student's participation in a class drives a fee
- InTouch can look at the student's schedule and assess the fee
- Parent can pay online or over the counter
- Nightly process

### Food service interface

- Place an InTouch item on web and counter to collect deposits
- Interface to move the deposit to food service
- Scheduled task approach – every 15 minutes or twice a day at district request
- Some food service applications deliver current student lunch balances and activity – others accept deposits – depends on the food service application
- Our interface complements and does not require termination of the food service interface managed by the food service vendor
- Efficient for the business office to reconcile

### General ledger interface

- Move all of InTouch data into the G/L for fund tracking and accountability
- Balances with cash deposits
- Streamlines and improves the posting
- Audit compliant – excellent internal controls



## Student Systems Interface

- Automated
- Student
- Parent, guardian
- Family
- Schedules
- Grades

## Other Modules (500)

### Athletic module (500.10)

- Check compliance: students need to turn in forms (permission, concussion, conduct..), have grade levels and class participation, pay fees to be able to participate in athletics – the module does all of this
- Integrates with grades
- Integrates with the fines/fees as applicable
- Works with fee waivers

### Fund Tracker (500.20)

- Fully integrated with InTouch and TouchBase revenues
- A simple, straight-forward method of tracking balances
- Flexible with some controls
- 1099 reporting
- New bank reconciliation module being built
- Easy export to MS Excel™ for reporting capability

### Other services (500.30)

- Building rentals
- COBRA payments / insurance payments
- Summer camp forms and registrations
- Pre/After school billings and program support
  - Mass account billings
  - Account statements

### Stadiums and Concessions (500.40)

- ticketing
- concessions
- credit cards



- inventory tracking
- scanning
- touch screen

#### Technical (brief)

- SQL server for InTouch
- IIS for TouchBase
- Current windows version from 8.1
- 1GIG Ram at the clients
- Client / server (not for next release)
- Unlimited building terminals
- Use roll printer or network printer for receipts
- InTouch application hosting or District application hosting (to be retired)
- Data backups provided at any time to district – district can use this data for reporting and personal qry if needed
- No cardholder data stored on network or in any InTouch database
- Hosted data is backed up in several geographical and physical drives continuously with backups stored in archives by month for a year

## Special Features and Implementation (600)

#### Modules, applications and interfaces

- InTouch Receipting
- TouchBase
- Student interfaces (schedules, demographics, families, grades)
- Schedule Interface
- Automatic updater
- Staff updater
- Food service interface
- Library interface
- Accounting interface
- Athletics and Activities Module
- Student Store Module
- Stadium Module – tickets and concessions
- Summer Camps Registration, Adult Education Programs, Distance Learning
- Pre and after school programs care billings and statement management

#### Activities, summer camps, driver's education - forms online, forms over the counter, fees..

- Included with the athletic module
- Covers who is eligible to go on a field trip: permission slips + fees turned in
- The forms online allow a parent to complete the forms with all the requisite required information – no reentry of data, data is cleanly available to sponsors and advisors without asking the bookkeeper



#### Billing functionality

- Uses customer group for billings
- Uses customer groups for price level shifting
- Many periods or one period

#### Parent service

- Complete ledgers online or at the school building – with ALL activity included
- Fines and fees follow students from site-to-site, year-to-year
- Able to partially pay for fines/fees/items – example: student conference fees
- InTouch supports price-shifting for any one item (free and reduced)
- Full integration from teacher to bookkeeper to coach to online

#### Student Store Module (500.50)

- InTouch terminal and manager
- Intuitive and quick to train students
- Inventory tracking
- Gross margin recording
- Scanning, credit cards
- Special security setup for student learning
- Student stores can go online with their own or incorporated with the district TouchBase for online sales

#### Hosting Services (500.60)

- Required with web version
- Used by virtually all implementations in past two years
- MS Azure

### Donations and Fundraising (750)

- Teacher establishes the “items” to be sold or open for donation
- Place on TouchBase (parents) or TouchBase Lite for specific donation focus
- Link from social media (FaceBook™) to the activity’s unique TouchBase Lite site
- Items can be published for parents, community and linked from all sources
- Full tracking of donations including donor information (if requested)
- Inventory control with store manager
- Web reports for students, teachers and administrators

### Implementation Services and Support (800)

- Conversion of existing data
- Importing of fine information
- Assistance in website launch and marketing



- Internal control review/discussions/enhancements
- Build of accounting, accounts and items
- Assist technical departments in executing their side of interfaces
- Live Training
- Unlimited end user support
- Continuous software updates
- Annual user group meetings regionally at no cost to participants
- PCI compliance assistance and guidance
- Person actually answers support phone – no phone tree to exhaust the client
- Web, online, email and other support channels
- User group meetings

## Development Roadmap (900)

- Web based terminal and applications
- Api integrations
- Enhancements to web opportunities
- Azure AD for SSO

## Definitions and Descriptions (1000)

InTouch	<p>InTouch is the core application which drives all other components – InTouch has the terminal (pos) module, manager module (reporting, setup, security)</p> <p>InTouch is the hub used to connect the accounting, library, food service, schedule and other integration packages and TouchBase</p>
TouchBase	TouchBase is InTouch's fully integrated online module for payment processing, reporting, form completion, information and other chores.
End-to-end	<p>InTouch's view of end-to-end is very detailed – for a parent it is where they have complete information available for a 10PM payment or open fee query - at the other end of this transaction a coach can pull a report at 10:01PM preparing for the next day's events and see the transaction along with relevant data entered by the parent minutes earlier.</p> <p>End-to-end also means, to InTouch, we accommodate all types of the "parent" end – some parents do not have credit cards or computer access – they need a counter experience which is informed and robust. We must consider all customer types and all customer transaction types along with iterations within these groups. For example, at 10PM TouchBase will shift pricing for a free student's fee to the appropriate rate efficiently for the parent. One end is (or can be) the list of free and reduced students. Customer care and satisfaction lowers parent frustration improves collections and improves district program support. With InTouch/TouchBase a huge "end" is the community – InTouch is focused on providing the district tools and</p>



	<p>capability to make community members happy consumers: voters and contributors.</p> <p>End-to-end can mean the efficiency of data collection and removal of inefficient or redundant data entry. InTouch is centralized – information entered anywhere and online is managed and summarized for general ledger interface. Data collected online at 10PM will be seamlessly combined with a counter transaction at a school building at 3PM earlier in the day for a teacher or advisor to see who has paid or who still owes. The teacher/advisor can generate their personal up-to-the-instant reports – at home or at the school building.</p> <p>Other ends are food service, library and other (third party) systems. Ends are all over the place: InTouch is the glue pulling them together. Efficiency, information, workflow improvement, communication, accuracy ...</p>
<p>FrontStream/InTouch Relationship/ Mercury Payments</p> <p>OR</p> <p>Payflow Pro + District Bank</p>	<p>Our relationship is a thread during our overall discussion. FrontStream/Mercury is the gateway and processor with InTouch/TouchBase supplying the transaction detail. FrontStream manages the PCI requirements in majority with InTouch controlling overall transaction security, reporting and audit trail.</p> <p>With InTouch a district receives an incredibly integrated solution not only to the general ledger and student information system, but also library, textbook, food service and other systems. InTouch relies on FrontStream/Mercury to support card-present and web credit card transactions.</p> <p>PayFlow Pro™ is another option where Payflow Pro (formerly Verisign™) is the gateway and the district bank processes.</p> <p>The selection of the processor is up to the district –the district can receive quotes and determine what is in its best interest. InTouch is not a processing company doing point of sale transactions, InTouch is a point of sale company allowing the district to select their own processor (more options, flexibility and efficiency)</p>
End Of Period	<p>End of period is the process of closing out or accounting for a terminal's transactions for the period. A period is the time span between the last EOP and the current EOP or close-out time.</p> <p>EOP can be done more than once a day EOP does not have to be done each day EOP can be at any time convenient to the cashier</p> <p>InTouch terminals on a PC are virtual – one PC could have multiple InTouch terminals ran from the PC (terminal 5, 6, 7 could all be on a single PC, for example)</p>

	<p>The EOP process marks receipts from NON RECONCILED to RECONCILED</p> <p>The EOP process starts the accounting upload process (only reconciled receipts are uploaded to the general ledger)</p> <p>The EOP process – once completed – sets security levels for subsequent receipt adjustments.</p> <p>The EOP process represents monies to be deposited to the bank or transferred to another (higher-level) person (chain of custody)</p> <p><b>EOP Reconciliation Screens</b></p> <table> <tr> <td>Total receipts</td><td>Non reconciled receipts listing – assists in identifying obvious errors (this can be set to not display)</td></tr> <tr> <td>Check tender</td><td>Listing of all checks in the EOP – checks must balance with what is in the till, checks can be listed for bank deposit from laser or roll printer</td></tr> <tr> <td>Credit cards</td><td>Listing of cc collected for reference only – credit card deposits are made directly to the district bank account</td></tr> <tr> <td>Other tender and on account</td><td>Special tenders</td></tr> <tr> <td>Cash declaration</td><td>Amount of cash to be deposited or transferred</td></tr> </table>	Total receipts	Non reconciled receipts listing – assists in identifying obvious errors (this can be set to not display)	Check tender	Listing of all checks in the EOP – checks must balance with what is in the till, checks can be listed for bank deposit from laser or roll printer	Credit cards	Listing of cc collected for reference only – credit card deposits are made directly to the district bank account	Other tender and on account	Special tenders	Cash declaration	Amount of cash to be deposited or transferred
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Other tender and on account	Special tenders										
Cash declaration	Amount of cash to be deposited or transferred										
InTouch Item	<p>An item is the core of InTouch – it is what is sold, an item characteristics:</p> <ul style="list-style-type: none"> <li>• What account code associated</li> <li>• Description</li> <li>• Quantity available</li> <li>• Price</li> <li>• Item comment</li> <li>• Associated data requirements (data elements) which complete necessary information related to the item (example a parking permit may require car make, model, license number, insurance company – all are data elements)</li> <li>• Price level support (free and reduced price shifting)</li> </ul>										
Student	<p>A student is controlled by the student information system (SIS) and are maintained by a nightly interface from the SIS</p> <ul style="list-style-type: none"> <li>• Students are either active or inactive</li> <li>• Students are assigned a site or a general site</li> <li>• Student transactions are never deleted even when they graduate or remove from the school</li> <li>• Student fines, fees and receipt history follow the student seamlessly from site to site</li> </ul>										
Non Student	<p>Non-students represent any customer which is not a student, examples of non-students:</p>										

	<ul style="list-style-type: none"> <li>• Staff</li> <li>• Clubs</li> <li>• Out of district students / sometimes home schooled students</li> <li>• Retirees</li> <li>• Community members</li> <li>• donors</li> </ul>
Free and Reduced Price Shifting	InTouch supports the automatic shifting of prices if a student is on the free and reduced price student schedule. The schedule is not necessarily required to be from food service, it can be imported and updated nightly from any approved source (the SIS).