

# TIPS VENDOR AGREEMENT

Between Solutionz Videoconferencing, Inc. DBA Solutionz, Inc. and  
(Company Name)

## THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for **TIPS RFP 200105 Technology Solutions, Products and Services**

### General Information

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

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 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, but not all, 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", "included in price" 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 unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

### 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 all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

### **Tax exempt status**

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

### **Assignments of Agreements**

No assignment of this Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

### **Disclosures**

- Vendor and TIPS affirms that he/she or any authorized employees or agents 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.
- 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 the TIPS program.
- 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.

### **Term and Renewal of Agreements**

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. 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 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 that exceeds month to month terms 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, executed Agreement or other written instruction 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the

Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

### **Invoices**

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.

### **Payments**

The TIPS Member will make payments directly to the Vendor, the vendor assigned dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

### **Pricing**

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member customer.

### **Participation Fees and Reporting of Sales to TIPS by Vendor**

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties.

### **Reporting of Sales to TIPS by Vendor**

Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

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 performance 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. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR**

**PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

### **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 or 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 between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

### **Termination for Convenience of TIPS Agreement Only**

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by 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 prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at [tipspo@tips-usa.com](mailto: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 for an alternative submission schedule).

### **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 reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose

license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

### **Novation**

If awarded vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

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

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

**Preparation:** 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 unless otherwise agreed by the TIPS Member. 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 the TIPS Member's or local smoking statutes, codes or policies.

### **Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to [TIPS@TIPS-USA.COM](mailto:TIPS@TIPS-USA.COM)

### **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 such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is

exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement so long as they do not materially conflict with this Agreement.

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this 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 the applicable Solicitation that resulted in this Vendor Agreement 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 audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with 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-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

### **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 full 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.

### **Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.

### **Venue, Jurisdiction and Service of Process**

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 for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

### **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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

### **Status of TIPS Members as Related to This Agreement**

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

### **Vendor's Resellers as Related to This Agreement**

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded vendor may then recover the fees from their named reseller.

### **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 if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

## **Incorporation of Solicitation**

The TIPS Solicitation which resulted in this Vendor Agreement, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, 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.

## **STATUTORY REQUIREMENTS**

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 does not and will 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 three (3) business day of the change by a letter on Vendor's letterhead from and signed by 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.

|                              |                                                                                          |
|------------------------------|------------------------------------------------------------------------------------------|
| <b>General Liability</b>     | \$1,000,000 each Occurrence/ Aggregate <b>Automobile</b>                                 |
| <b>Liability</b>             | \$300,000 Includes owned, hired & non-owned                                              |
| <b>Workers' Compensation</b> | Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. |
| <b>Umbrella Liability</b>    | \$1,000,000                                                                              |

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, 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, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

## Special Terms and Conditions

- **Orders:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the 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.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 200105 Technology Solutions, Products and Services

Company Name Solutionz Videoconferencing, Inc DBA: Solutionz, Inc.

Address 901 Bringham Ave

City Los Angeles State CA Zip 90049

Phone 310-571-1207 8714 Fax \_\_\_\_\_

Email of Authorized Representative afasnacht@solutionzinc.com

Name of Authorized Representative Annelise Fasnacht

Title Director of Marketing

Signature of Authorized Representative 

Digitally signed by Annelise Fasnacht  
DN: cn=Annelise Fasnacht, o=Solutionz,  
Inc., email=afasnacht@solutionzinc.com,  
c=US  
Date: 2020.02.20 10:32:37 -08'00'

Date 2/20/2020

TIPS Authorized Representative Name Meredith Barton

Title Chief Operating Officer

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5/5/2020

## **NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES**

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



## **200105 Addendum 2 Solutionz Conferencing Inc Supplier Response**

### **Event Information**

Number: 200105 Addendum 2  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/9/2020  
Deadline: 2/21/2020 03:00 PM (CT)

### **Contact Information**

Contact: Kristie Collins  
Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686  
Phone: +1 (866) 839-8477  
Fax: +1 (866) 839-8472  
Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Solutionz Conferencing Inc Information

Contact: Annelise Fasnacht  
Address: 901 Bringham ave  
Los Angeles, CA 90049  
Phone: (310) 571-1207 x8714  
Fax: (310) 943-2388  
Toll Free: (888) 815-6128  
Email: [afasnacht@solutionzinc.com](mailto:afasnacht@solutionzinc.com)

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

Annelise Fasnacht

*Signature*

*Submitted at 2/20/2020 1:40:28 PM*

[afasnacht@solutionzinc.com](mailto:afasnacht@solutionzinc.com)

*Email*

## Requested Attachments

### Vendor Agreement

200105 Vendor Agreement.pdf

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form

200105 Agreement\_Signature\_Form.pdf

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

### Pricing Spreadsheet #1

Tips Taps Pricing\_af\_03292018.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### Pricing Spreadsheet #2

tips taps service pricing\_af\_03292018.xlsx

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### References

references.xls

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

### Proposed Goods and Services

Proposed\_goods\_2020.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

## **Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED**

Reseller\_Dealers\_Sheet\_2020.xlsx

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

### **HUB Subcontracting Plan Form OPTIONAL**

No response

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.

Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

### **D/M/WBE Certification OPTIONAL**

MBE Certification.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### **HUB Certification OPTIONAL**

No response

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### **Warranty**

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### **Supplementary**

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### **All Other Certificates**

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)

DO NOT UPLOAD encrypted or password protected files.

### **Logo and Other Company Marks**

LOGO\_NAME\_rgb\_2000\_px.jpg

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

### **Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS**

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

### **Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION**

No response

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

### **Disclosure of Lobbying Activities Standard Form LLL**

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.



REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

## Bid Attributes

**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.

**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 <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.

**3 Yes - No**

The Vendor can provide services and/or products to all 50 US States?

**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.)

At Solutionz we deliver the most reliable, comprehensive, and best-in-class audio visual systems that transform the way you do business. We are integrators, technologists, engineers, experts, support technicians, designers and trusted friends all committed to helping you do business...better.

**6 Primary Contact Name**

Primary Contact Name

**7 Primary Contact Title**

Primary Contact Title

|    |                                                                                                                                                              |
|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8  | <b>Primary Contact Email</b><br>Primary Contact Email<br><input type="text" value="afasnacht@solutionzinc.com"/>                                             |
| 9  | <b>Primary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="310.571.1207"/>   |
| 10 | <b>Primary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="310.943.2388"/>     |
| 11 | <b>Primary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="562.221.9280"/>  |
| 12 | <b>Secondary Contact Name</b><br>Secondary Contact Name<br><input type="text" value="Marisa Flores"/>                                                        |
| 13 | <b>Secondary Contact Title</b><br>Secondary Contact Title<br><input type="text" value="Marketing Coordinator"/>                                              |
| 14 | <b>Secondary Contact Email</b><br>Secondary Contact Email<br><input type="text" value="mflores@solutionzinc.com"/>                                           |
| 15 | <b>Secondary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="323.800.2778"/> |
| 16 | <b>Secondary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="310.943.2388"/>   |
| 17 | <b>Secondary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="No response"/> |

|    |                                                                                                                                                                                          |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18 | <b>Admin Fee Contact Name</b><br>Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.<br><input type="text" value="Kylee Cheeney"/>                      |
| 19 | <b>Admin Fee Contact Email</b><br>Admin Fee Contact Email<br><input type="text" value="kcheeney@solutionzinc.com"/>                                                                      |
| 20 | <b>Admin Fee Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="310.571.1207"/>                             |
| 21 | <b>Purchase Order Contact Name</b><br>Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.<br><input type="text" value="Annelise Fasnacht"/> |
| 22 | <b>Purchase Order Contact Email</b><br>Purchase Order Contact Email<br><input type="text" value="afasnacht@solutionzinc.com"/>                                                           |
| 23 | <b>Purchase Order Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="310.571.1207"/>                        |
| 24 | <b>Company Website</b><br>Company Website (Format - www.company.com)<br><input type="text" value="https://www.solutionzinc.com/"/>                                                       |
| 25 | <b>Federal ID Number:</b><br>Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)<br><input type="text" value="383645853"/>                         |
| 26 | <b>Primary Address</b><br>Primary Address<br><input type="text" value="901 Bringham Ave"/>                                                                                               |
| 27 | <b>Primary Address City</b><br>Primary Address City<br><input type="text" value="Los Angeles"/>                                                                                          |
| 28 | <b>Primary Address State</b><br>Primary Address State (2 Digit Abbreviation)<br><input type="text" value="CA"/>                                                                          |

|           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>29</b> | <b>Primary Address Zip</b><br>Primary Address Zip<br><input style="width: 90%;" type="text" value="90049"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>30</b> | <b>Search Words:</b><br>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.)<br><input style="width: 90%;" type="text" value="Audio visual Integration, Polycom, StarLeaf, Video conferencing, Cisco, A/V integrated rooms, Unified communication, Network, Cloud Video"/>                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>31</b> | <b>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</b><br>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.<br>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?<br><input style="width: 100px;" type="text" value="Yes"/> |
| <b>32</b> | <b>Yes - No</b><br>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner :<br><br>(A) has its principal place of business in Texas;<br><br>OR<br><br>(B) employs at least 500 persons in Texas?<br><input style="width: 100px;" type="text" value="No"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>33</b> | <b>Company Residence (City)</b><br>Vendor's principal place of business is in the city of?<br><input style="width: 90%;" type="text" value="Los Angeles"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>34</b> | <b>Company Residence (State)</b><br>Vendor's principal place of business is in the state of?<br><input style="width: 90%;" type="text" value="CA"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

3  
5**Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.

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? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.

3  
6**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.

3  
7**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.

3  
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3  
9**Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4  
0**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: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart 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.

4  
1**Pricing discount percentage are guaranteed for?**

Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?

4  
2**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?

4  
3**NON-COLLUSIVE BIDDING CERTIFICATE**

By submission of this bid or proposal, the Bidder certifies that:

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

4  
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

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.

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>

There is an optional upload for this form provided if you have a conflict and must file the form.

4  
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

4  
6

**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

4  
7

**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

4  
8

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

By submission of this bid or proposal, the Bidder certifies that:

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.



**Suspension or Debarment Instructions**

## Instructions for Certification:

1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50

**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

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 government-wide 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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51

**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 by answering YES 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.

**5 2 2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

**5 3 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

**5 4 2 CFR PART 200 Termination**

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

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

Does vendor agree?

5  
5**2 CFR PART 200 Clean Air Act**

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?

5  
6**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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?

5  
7**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$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?

**5 2 CFR PART 200 Procurement of Recovered Materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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.

Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?

Yes

**5 9 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.

I HAVE NOT Lobbied per above

**6 0 If you answered "I HAVE lobbied per above to the previous question.**

IF you answered "I HAVE lobbied" per above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

6  
1

**Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

NO

6  
2

**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

No response

6  
3

### Indemnification

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."

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?

6  
4

### Remedies

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 MAY 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.

Do you agree to these terms?

6  
5

### Remedies Explanation of No Answer



**66 Choice of Law**

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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.  
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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?

**67 Jurisdiction and Service of Process**

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 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.

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?

**68 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.

Do you agree to these terms?

**69 Infringement(s) Explanation of No Answer****70 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 Local 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.



7  
1

## Payment Terms and Funding Out Clause

### Payment Terms:

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

### 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?

7  
2

## Insurance and Fingerprint Requirements Information

### Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

### Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at [NCJU@txdps.state.tx.us](mailto:NCJU@txdps.state.tx.us) and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

## Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

Definitions: Covered employees: Employees of a contractor or subcontractor who have or will have continuing dutie s 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 o ffense, the victim was under 18 or enrolled in a public school:

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

I certify that:

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

**OR**

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

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

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

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

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

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

☐ None

7  
4

### **Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

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.

7  
5

### **Texas Government Code 2270 Verification Form**

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 be 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. 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.

YES ☐

7  
6**Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

\* Your Vendor Profile Page of TIPS website

\* Potentially on TIPS website scroll bar for Top Performing Vendors

\* TIPS Quarterly eNewsletter sent to TIPS Members

\* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

7  
7**Solicitation Deviation/Compliance**

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

7  
8**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

7  
9**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8  
0**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8  
1**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

8  
2**If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.**

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)

2. The named person's role in the firm, and

3. Details of Conviction(s).

No response

8  
3**Long Term Cost Evaluation Criterion # 4.**

READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".

Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not to increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

increases will be 5% or less annually per question

8  
4**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at [rick.powell@tjps-usa.com](mailto:rick.powell@tjps-usa.com)

8  
5**Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

8  
6**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

8  
7**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

8  
8**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

**Agreement is a required condition to award of a contract resulting from this Solicitation.**

8  
9**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9  
0**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

|            |
|------------|
| References |
|------------|

**\*\* Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

| Organization                                                | City          | State      | Contact Name | Contact Phone  |
|-------------------------------------------------------------|---------------|------------|--------------|----------------|
| State of Washington – Department of Information – Education | Olympia       | Washington | Tom Carroll  | (360) 407-1013 |
| Central Washington University                               | Ellensburg    | Washington | Janet Adams  | (559) 589-7077 |
| County of Santa Barbara Public Health Department            | Santa Barbara | California | Dave Morse   | (805) 681-5671 |



Please provide a list of resellers the proposing company desires to be authorized to sell their products and services under the TIPS Agreement, if awarded.

[illegible]

**TIPS RFP #**

## Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF  
EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) 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 Texas Gov't Code or other law(s), you **must attach 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 all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

Solutionz Videoconferencing, Inc. DBA Solutionz, Inc.

Name of company

Annelise Fasnacht, Director of Marketing

**Printed Name and Title of authorized company officer** declaring below the confidential status of material

901 Bringham Ave                      Los Angeles    CA    90049                      3105711207

| Address | City | State | ZIP | Phone |
|---------|------|-------|-----|-------|
|---------|------|-------|-----|-------|

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

**I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive** a claim of confidentiality of all information contained within our response to the solicitation. 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.

**ATTACHED** ARE COPIES OF \_\_\_\_\_ PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature \_\_\_\_\_ Date 2/20/2020

OR \_\_\_\_\_

**I DO NOT CLAIM** any of my proposal to be confidential, complete the section below.

**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.

Signature  Digitally signed by Annelise Fasnacht  
DN: cn=Annelise Fasnacht, o=Solutionz, Inc.,  
email=afasnacht@solutionzinc.com, c=US  
Date: 2020.02.20 10:46:40 -08'00' Date **2/20/2020**



## ***SUPPLIER CLEARINGHOUSE CERTIFICATE OF ELIGIBILITY***

CERTIFICATION EXPIRATION DATE: **August 7, 2021**

The Supplier Clearinghouse for the Utility Supplier Diversity Program of the California Public Utilities Commission hereby certifies that it has audited and verified the eligibility of:

***Solutionz Videoconferencing, Inc. DBA Solutionz Conferencing, Inc.  
Minority Business Enterprise (MBE)***

pursuant to Commission General Order 156, and the terms and conditions stipulated in the Verification Application Package. This Certificate shall be valid only with the Clearinghouse seal affixed hereto.

Eligibility must be maintained at all times, and renewed within 30 days of any changes in ownership or control. Failure to comply may result in a denial of eligibility. The Clearinghouse may reconsider certification if it is determined that such status was obtained by false, misleading or incorrect information. Decertification may occur if any verification criterion under which eligibility was awarded later becomes invalid due to Commission ruling. The Clearinghouse may request additional information or conduct on- site visits during the term of verification to verify eligibility.

This certification is valid only for the period that the above firm remains eligible as determined by the Clearinghouse. Utility companies may direct inquiries concerning this Certificate to the Clearinghouse at (800) 359-7998 in Los Angeles.

**VON: 15060104**

**DETERMINATION DATE: August 7, 2018**

# SOLUTIONZ

## Your Business... **Better**

The value of face-to-face technology isn't in question.  
The only question is why isn't your organization utilizing it  
to do everything better?

**Thursday, February 20, 2020**  
**Proposal prepared by**  
**Solutionz, Inc.**

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# CORPORATE INFORMATION

## Locations

- **Corporate Headquarters:** 901 Bringham Ave, Los Angeles, CA 90049
- **Service Headquarters:** 1215 S Mount Vernon Ave, Williamsburg, VA 23185
- **Santa Maria, CA Office:** 2105 S Blosser Rd, Santa Maria, CA 93458
- **Duarte, CA Office:** 1524 Highland Ave, Duarte, CA 91010
- **New York City, NY Office:** 1001 Avenue of the Americas 4th Floor, New York, NY 10018
- **Long Island, NY Office:** 85 Schmitt Blvd, Farmingdale, NY 11735
- **Rochester, NY Office:** 1 Fisher Rd, Pittsford, NY 14534
- **Philadelphia, PA Office:** 230 Three Tun Rd, Malvern PA 19355
- **Washington D.C. Office:** 11800 Baltimore Ave, Suite 113, Beltsville, MD 20705
- **Atlanta, GA Office:** 1880 Enterprise Drive, Buford, GA 30518
- **Atlanta, GA Office:** 120 Interstate North Pkwy East Bldg 300, Suite 314, Atlanta, GA 30339
- **Marietta, GA Office:** 161 Austin Avenue NE, Marietta, GA 30060
- **Charlotte, NC Office:** 5100 Old Pineville Rd. Charlotte, NC 28217
- **Greensboro, NC Office:** 309 Gallimore Dairy Road, Suite 108, Greensboro, NC 27409
- **Morrisville, NC Office:** 600 Airport Blvd. Suite 700, Morrisville, NC 27560
- **West Columbia, SC Office:** 101 Corporate Blvd Suite 106, West Columbia, SC 29169
- **Greenville, SC Office:** 1029 Thousand Oaks Blvd, Greenville, SC 29607
- **Knoxville, TN Office:** 3211 Regal Drive, Suite E, Aloc TN, 37701

## Company Information

- Number of Years in Business: 18
- Legal Company Name: Solutionz Videoconferencing, Inc.
- DBA: Solutionz, Inc / Solutionz Conferencing, Inc. / RTS Unicom / Summit Systems
- Legally Affiliated Companies: RTS Solutionz / Summit Solutionz / The Presentation Source / Judge Audio Visual / The Presentation Source / Quintron Systems, Inc. / Unified Technology Systems
- Date of Incorporation: June 4, 2002
- State of Incorporation: California
- Officers & Addresses:
  - o Bill Warnick: CEO; 901 Bringham Avenue, Los Angeles, CA 90049
  - o Kirk Fernandez: Owner; 901 Bringham Avenue, Los Angeles, CA 90049
  - o Tadd Wooton: CFO; 901 Bringham Avenue, Los Angeles, CA 90049
- Company Ownership: CEO/President, Kirk Fernandez, is 100% owner and owns 10,000 shares
- FEIN / Tax Identification Number / Internal Revenue Service Employer Identification N – 383645853
- CAGE Code (Commercial and Government Entity) – 1YAP5
- California Business License Number (CSLB) – 0000397427-0001-5
- Retailer's Permit Number – SR AS 100-089619
- CCR Database Registered? Yes
- Minority Owned Business? Yes (MBE Certified in the state of CA)
- Number of full-time employees: ~300

## Trade References

Avteq Inc.  
PO BOX 560607  
Dallas, TX 75356  
Contact: Aaron Rubner/Kara Griser  
p. (214) 905-9001

Polycom Inc.  
4750 Willow Rd.  
Pleasanton, CA 94588  
Contact: CJ Nalls  
p. (925) 924-5681



Stampede  
3332 Walden Ave., Ste 106  
Depew New York 14043  
Contact: Jonathan Martin  
p. (800-) 98-5652 x 385

Full Compass  
BOX 68-5095  
Milwaukee, WI 53268-5095  
Contact: Eric Radej  
p. (800) 356-5844 x1191

### Bank References

Wells Fargo  
64 E. Broadway Rd St. #101  
Tempe, AZ 85282  
Contact Nicole Fernandez for additional banking information as needed ([nfernandez@solutionzinc.com](mailto:nfernandez@solutionzinc.com)).

### Dunn & Bradstreet

- D & B DUNS Number: 103473091
- D & B Paydex Score: 80

### Payment Types

- Accept ACH payments?: Yes
- Accept Credit Card payments?: Yes
- Electronic Data Interchanged (EDI) capable?: Yes

### Insurance

- Insurance Limits (COI): \$1 Million
- Our Certificate of Insurance will be provided at the time of award and will maintain sufficient coverage during the life of the contract.

### Bonding

- Name of Bonding Company: Surety 1
- Name and Address of Bonding Agent:
  - o Susan Fournier
  - o Contract Bond Department
  - o 3225 Monier Circle, Suite 100
  - o Rancho Cordova, CA 95742
  - o p. (916) 737-5720 x132
  - o e. [susan@surety1.com](mailto:susan@surety1.com)
- Maximum Bonding Capacity: \$20 Million
- Current Bonding Capacity: \$20 Million
- Performance Bond Ever Exercised?: No



## Company Contacts

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Vice President Service  
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Email: [afasnacht@solutionzinc.com](mailto:afasnacht@solutionzinc.com)

Scott Baker  
Director of Support Services  
Phone: (310) 571-1207 ext. 8806  
Email: [sbaker@solutionzinc.com](mailto:sbaker@solutionzinc.com)

Kylee Cheeney  
Human Resources Manager  
Phone: (310) 571-1207 ext. 8725  
Email: [kcheeney@solutionzinc.com](mailto:kcheeney@solutionzinc.com)

## NAICS Codes

238210 Communication equipment installation  
334290 Other Communications Equipment Manufacturing  
334310 Audio & Video Equipment Manufacturing  
423430 Computer Peripheral Equipment & Software Merchant Wholesalers  
423440 Other Commercial Equipment Merchant Wholesales  
517110 Wired Telecommunications Carriers  
517911 Telecommunications Resellers  
517919 All Other Telecommunications  
541330 Engineering Services  
514511 Custom Computer Programming Services  
541990 All Other Professional, Scientific & Technical Services  
881213 Communication Equipment Repair & Maintenance

# ABOUT SOLUTIONZ

At Solutionz we deliver the most reliable, comprehensive, and best-in-class audio visual systems that transform the way you do business. We are integrators, technologists, engineers, experts, support technicians, designers and trusted friends all committed to helping you do business...better.

Founded in 2001, Solutionz has been consistently providing end-to-end A/V solutions for over 19 years. As the industry has continued to evolve, so have our service offerings through a series of strategic acquisitions. Through these acquisitions we have a combined 62 years of experience and have expanded our portfolio, geographic footprint, and partnerships to better serve any organization, no matter the size or budget.

As a top tier partner of the nation's leading A/V manufacturers (Polycom, Cisco, Crestron, AMX/Harman, Extron, Biamp – to name just a few) and through our specialized service offerings (Integrated Maintenance, Cloud-based Solutions, Managed Services, Bridging Services and Grant Program Services) we are able to successfully meet the needs of Fortune 500 companies, law offices, health care providers, government agencies, education institutions, and more. Solutionz is actively adding businesses to our portfolio to maintain our dominance within the industry and grow to be the #1 systems integrator.

Our dedication to our customers and their success extends beyond office walls. From consultation to installation to technical support and post-installation service – we're with you every step of the way. Each project is managed internally so our clients experience the best customer service 24x7, 365 days a year.

Solutionz was named Commercial Integrator's "[Integrator of the Year](#)" and ranked 6th on [SCN's Top 50 Systems Integrators](#) list for 2019 for our continued relevance and resilience in an industry defined by constant change. Our core strengths include:

- Audiovisual systems integration
- Telecommunications
- Infrastructure cabling
- Premise security
- Information technology services
- Complete post-installation support and service
- Cyber Security

## Mergers & Acquisitions

- Unified Technology Systems – 2019
- Judge Audio Visual Systems – 2019
- Quintrion Systems, Inc – 2018
- The Presentation Source – 2018
- Summit Systems, Inc – 2017
- RTS Unified Communications – 2016

## Awards

- |                                           |                                          |
|-------------------------------------------|------------------------------------------|
| • Polycom Platinum Solution Advisor       | • Cisco Premier Certified Partner        |
| • Cisco Express Foundation                | • US Local Business Association: Best of |
| • Polycom Certified Service Partner (CSP) | • US Commerce Association: Los Angeles   |
| • Polycom Installed Voice Certification   | • Award - Telephone/Video                |
| • Polycom RealPresence Platform           | • StarLeaf first US National Partner     |
| • Polycom Video Endpoints Certification   | • Crestron Commercial Elite Dealer       |
| • Polycom ATX Certification               | • AMX Certified National Partner         |
| • Cisco Authorized Technology Provider    | • Crestron Certified Programmer          |
| • Minority Owned Business Certification   |                                          |
| • ACE Programming Experts                 |                                          |



## MBE Classification

We are a minority business, Hispanic American owned enterprise.

## Certifications and Accreditations

We are committed to the proficiency and education of our team so we can continue to deliver the expertise our clients know and deserve ([our full list of certifications](#)). Many of our employees have AVIXA CTS, CTS-I and CTS-D certifications along with BICSI, OSHA, Crestron, DMC-D, DMC-E & DMC-T & Extron and more.

## Financial

Financially, Solutionz is exceptionally strong, with sales volume exceeding \$150 million and increasing quarter since our creation. Our financial strength and continuity are clearly reflected in our growing client base of numerous Fortune 100 companies, law firms, local, state, and federal government agencies, hospitals, the many branches of the U.S. Armed Forces, the US judicial court system, and a broad array of educational institutions including elementary and high schools, universities, and many more.

## Philosophy

We approach all our projects with the same care and attention whether large or small. Depending upon the client's specific needs or size of the deployment we tailor a custom process that helps meet the project needs. Our sales team will work in conjunction with our engineering team to perform a thorough analysis of the client's needs. During this time, we'll determine requirements of the system and users, challenges with the facility, and other relevant data to create the solution. Our Engineering team will put together our design, bill of materials, and all the required information to create a custom proposal. Our sales team will work with refine the proposal as needed. Once an agreement has been reached, your project will be assigned a project manager. The next critical phase of our process is fully integrating, configuring, and testing your system prior to installation. When this phase is completed, and the Project Manager has signed off, our integration and operations team(s) will work through the onsite installation of your project.

After the system is installed and configured we will perform a final test out of the system. After the final test out is completed a turnover walkthrough is scheduled with the client. During this time, we'll discuss the specific functions of your system(s), any required services or maintenance, and the processes for placing a service call. Once the client has been handed over the system we'll perform the final invoicing of the system.

Upon completion, Solutionz will turn over all AS-BUILT documentation, electronic literature, and uncompiled copies of all programs that were created for this project. As part of our proposal a maintenance agreement will be offered to keep your systems running at an optimum level. These are tailored to your needs with response times, preventative visits, varying levels of phone support, etc. By having this unified approach, all clients will receive the best experience possible, tailored to their expectations, with a system that has been designed with their needs in mind.



# OUR PORTFOLIO



# WHY CHOOSE US?

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Solutionz also offers an end-to-end, in-house service department, Prime Call Services. Our Prime Call service offerings protect your investment and allow us to guide and assist you in managing that investment to serve your current needs and new demands as they arise.

Many organizations have an IT staff without a skill-set specific to audiovisual integration, videoconferencing, interoperability, or video infrastructure that is necessary to understand the crucial advantages of investing in managed services. With our extensive managed services offering, including onsite and remote support, 24/7 help desk, and staff training, we are able to demonstrate the critical role managed services play in a communication strategy, as well as help organizations manage the solution moving forward.

We pride ourselves not only on our professionalism and high-quality deliverables, but also on our ability to work as a team with architects, consultants, owners' representatives and all on-site trades. We support the most up-to-date technology standards and provide the expertise necessary for the complex requirements of today's communications architecture.

## Service Approach

We understand that cutting costs while maintaining service levels is a balancing act that can be difficult to manage. The ability to deliver maximum system uptime is critical to the operation of your business, but controlling your budget is essential for bottom line success.

As a leading provider of AV/IT network infrastructure support to enterprise clients, we have built a service organization that provides world-class support. With our highly-trained service professionals, we can provide on-site support and services, resulting in significant cost savings for your business.

We are available from the start to ensure that your system is designed and executed for peak performance levels. Whether building something new or adding on to an existing system, we can support you long after deployment by managing all of your scheduling and support needs. We offer real-time system monitoring, allowing you to maximize the uptime of resources. We can also make scheduling fast and easy through centralized meeting room scheduling with automated presets that configure rooms by meeting type. By partnering with us, you get peace of mind that our service organization will keep you running around the clock, allowing you to focus on your business.

## Project Management Approach

Each employee is required to receive a minimum of 40 hours of training per year. Every month, our engineering, installation and sales staff receive manufacturers training for specific audiovisual needs and requirements. These trainings can last anywhere from 1 to 4 hours. We are proud to boast that we maintain the highest trained staff in our industry. Because of our technical expertise, we have been a beta test site for many of the manufacturers we represent. Since our designers and engineers are informed on the latest technologies and developments, our designs address these trends so that your systems will be compatible with upcoming technologies in the future.



Wonderful Job – Your guys were FANTASTICAL!!!!  
Works like a charm, they were professional, diligent  
and tidy!”

– Joanne Senko, Horner Express



### Electronic Drawing Files

Documentation and Submittals provided for the project is phased and will typically include AV architectural drawings, conduit riser and junction box schedules, standard details and electrical requirements. Drawing submittals will be provided using AutoCAD, on disc or pre-plotted. AV drawings will match an existing architectural, AutoCAD or drawing title block format already in use. These requirements need to be provided to us before drafting begins. All fees quoted for this project include one drawing package revision. Client requested revisions above this will be treated as a change order.

### Testing

We utilize the highest quality testing equipment with the fullest scope of testing & configuration capabilities. Our primary audio testing equipment is Sencore. All field personnel are trained and proficient in the use of all necessary test equipment. The following is a partial listing of our test equipment:

| <u>Equipment</u>             | <u>Brand</u> | <u>Model</u>      | <u>Serial #</u> |
|------------------------------|--------------|-------------------|-----------------|
| Sound Level Meter            | Sencore      | SP295C            | 6715325         |
| Tone/Pink Noise Generator    | Sencore      | SP295C            | 6715325         |
| AC Impedance Bridge          | Tenma        | 72-6947           | n/a             |
| Oscilloscope                 | Fluke        | 123 Scope Meter   | DM7114033       |
| Multimeter                   | Fluke        | 76                | 67440797        |
| Cable Tester                 | Megger       | NA                | 31004639        |
| Multi-frequency Computer RGB | Extron       | VTG-300           | 795977025       |
| Test Pattern Generator       |              |                   |                 |
| CAT 5 Tester                 | Fluke        | Micro Scanner Pro | 47D05C00201     |

## 98% Overall Customer Satisfaction with service and support from Prime Call Services

**60,000**

service  
contracted  
items to date

**250**

cases  
resolved  
per month

**30K+**

Satisfied  
customers to  
date

**98%**

customer  
satisfaction  
rating

**200+**

certified  
AV Service  
professional



# TECHNOLOGY SOLUTIONS

Our mix of communication and collaboration solutions and services has the breadth and depth to support any company.

AV  
Systems

Collaboration  
& Video  
Conferencing

UC  
Audio

Digital  
Media

Advanced  
Visualization

Broadcast  
and Studio

Audio Visual  
& Video  
Products

## A/V Systems Management

- Connect and control your AV devices as one holistic system
- Centrally monitor and manage device status, health and use
- Schedule system and room resources with integrated MS Exchange calendaring
- See analytics on run times, usage trends

## Collaboration and Video Conferencing

- Secure HD video, audio, and web conferencing
- Content sharing, annotation
- Webcasting
- Real-time, remote collaboration
- Endpoints and infrastructure
- On-premise, private cloud, public cloud, or hybrid
- Interoperable solutions and network designs

## UC Audio

- Certified UC headsets and speakerphones
- Headset Support and Services
- Headset software and services.
- Repairs and Refurbishment
- Skype for Business Bundles
- Integrated Maintenance/Device as a Service
- Webcams and conference cameras
- E-Commerce Catalogs, Webstores, and punchouts
- Habitat Soundscaping
- Conference phones and desk phones

## Digital Media

- Digital signage and IPTV
- All-in-one digital signage solutions
- Centralized media distribution systems and streaming
- Content development, curation, scheduling, archiving and management
- Mass notification and emergency communications

## Advanced Visualization

- Immersive visual environments
- 3D visualization and simulation
- Ultra HD and 4K video walls
- Projection mapping
- Virtual training and simulation labs

## Broadcast and Studio

- HD and 4K live video production
- Video distribution and streaming over IP
- SD and HD broadcasting
- Live audio broadcasting
- IPTV

## Audio Visual & Video Products

- Audio speakers, processors, mixers, distribution amplifiers
- Microphones
- Projectors
- LCD, LED and OLED displays
- Projection screens
- Video conferencing
- Audio conferencing
- Cameras
- Digital media players
- Control systems, switchers
- Commercial furniture



**Panasonic**  
Projector Systems Company

 **Polycom**

  
Middle Atlantic Products

**Jabra**

**HITACHI**  
Inspire the Next

**ClearOne**

 **Microsoft**



**SENNHEISER**



**CHIEF**

 **pexip**

**EPSON**  
EXCEED YOUR VISION

**CHRISTIE**

 **industryweapon**

**BlueJeans**

**SHARP**

**PRYSM**

**StarLeaf** 

**DA-LITE**

 **cisco**

**biamp.**

 **LIBERTY**  
AV SOLUTIONS

**SONY**

 **BARCO**  
Vidley years

 **CRESTRON**

**Extron**

**SMART**

**videxio**

**AMX** by HARMAN

**NEC**

**AVTEQ**  
Furniture Engineered For Today's Technology

**zoom**

**logitech**

 **BOSCH**

**plantronics**

(888) 815-6128

[www.solutionzinc.com](http://www.solutionzinc.com)

# PRIME CALL SUPPORT SERVICES



## **Prime Call Managed Services**

Offers turnkey, globally available, and fully managed IP video conferencing services for your existing network resources of codecs, MGC's, bridges, and endpoints.

## **Prime Call Field Services**

Provides technical services to get the equipment up and running at its highest level of performance.

## **Prime Call Support**

Offers technical support and preventative maintenance to ensure reliable operation and longer life for all your conferencing facilities.

## **Prime Call Codec and Infrastructure Maintenance**

Offering 24-hour service testing facilities, unlimited training and technical support, as well as the easiest to use service program on the market.

## **Prime Call Integrated Maintenance**

Our Integrated Maintenance (IM) program helps ensure longer life and reliable operation of your video equipment. Integrated Maintenance includes an annual on-site preventative maintenance visit by a trained technician, which is essential for optimal operation and enhanced performance, while minimizing downtime and equipment failure.

## **Adoption Services**

Provides a certified, knowledgeable technician on-site at your location for two weeks to improve system performance and to lead your staff in developing conferencing skills in order to increase proficiency and user comfort-level.

## **Programming**

Solutionz Control System Programming provides turnkey Graphical User Interface (GUI) and Back End Source code programming to assure proper operation of the audiovisual system.

# CLOUD SERVICE OFFERINGS

Solutionz offers a wide range of cloud video conferencing service options. Whether you're looking to dispense legacy or end-of-life video infrastructure, need spam call protection, or require seamless interoperability for your current systems, migration to the cloud is the answer. Video communication has never been easier.

Enjoy business quality video and audio conferencing, content sharing and recording and streaming as an integral part of your daily communications – let us guide you to the solution that best suits your needs.

## StarLeaf

- Microsoft Teams specific hardware
- Firewall traversal/spam block endpoint registration
- Dial out to PSTN

## Pexip

- Google Hangouts Meet Gateway
- Endpoint registrations for firewall traversal
- Team VMRs

## BlueJeans

- Meet with up to 150 connections per meeting
- Unlimited recording storage
- Analytics & live meeting controls/monitoring

## Zoom

- Great option for large meetings
- Webinar platform add-on plans
- Extensive admin feature controls

## LifeSize

- Dedicated hardware endpoints
- Unlimited audio conferencing
- Streaming & recording

## RP1 Cloud

- All-inclusive service (no add-on fees)
- Customization down to each VMR
- Simple dial out

*Looking for another cloud solution? Need help with hardware, services or peripherals? We've got you covered. Contact us today, we can help!*

# SOLUTIONZ SECURE A/V

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## What does secure a/v protect me against?

Solutionz Secure A/V, powered by Dark Cubed looks at every data packet coming into and out of your AV/UC environment and uses machine learning determines if the traffic is a threat to your environment and then reacts according to how you set your policy (block the traffic, report the traffic or ignore the traffic) — this protects your environment against common attacks such as eavesdropping, botnets, denial of service attacks, man in the middle attacks, open relays and other common issues.

## What does secure a/v include?

- Secure Setup and Installation
- 24/7/365 Setup and Installation
- Customized threat and block lists
- Annualized vulnerability scanning
- On demand reporting about how your environment is doing
- External monitoring of illicit data sale sites for potential customer exposures

## What does secure a/v do for my organization?

Enormous amounts of critical, sensitive information are commonly exchanged via electronic meeting rooms and unified communications environments every day. Our program is designed to address the specific security needs of the AV/UC environments and protect that information on an ongoing basis without using a ton of scarce IT/security resources.

## Prevent

The Solutionz Cyber security certification begins with the setup of your AV/UC environment to meet your organization's data security requirements. Cyber Secure AV includes:

- Rapid Risk Assessment – designed to understand specific security threats
- Secure Administration Accounts – protect important admin accounts for all devices
- Up to Date Patching – all equipment is deployed with the latest tested version and up to date patching
- Integrated Threat Intelligence – identifies & stops “bad connections” (*powered by Dark Cubed*)
- Initial Vulnerability Scan – identify any known vulnerabilities that will endanger the security of your entire AV/UC environment
- Encrypted Communication (optional)

## Detect & respond

Our detection process scales to meet any organization's requirements or augment their existing security infrastructure. We address the most common attacks on AV/UC environments and detect them before they become your issue.

- 24/7/365 Monitoring – of every data packet that crosses the AV/UC boundary with automated response (block, ticket, notification)
- Annual Vulnerability Scanning – monthly or quarterly scanning available (*additional charges apply*)
- Customized Block Lists – automatically implemented to internal Security Operations Center
- Device Monitoring/Logging – available upon request (*additional charges apply*)

## Report

Our reporting is designed to meet the needs of the different stakeholders inside and out of your organization and to provide them with the information that they require on the security of the environment. This includes:

- Executive Reporting – depicts the security state of the environment, how many attacks & issues
- Audit Reports – detailed reports of connections viewed, muted and blocked in the security environment



# GRANT PROGRAM SERVICES (GPS)

Imagine: Having a video communication project that needs funding, being able to apply for and be awarded that funding easily and having someone partner with you to show you the direction you need to take to gather the right information to make the grant seeking journey simple.

Through Solutionz Grant Program Services (GPS), millions of dollars are awarded to schools, government agencies, healthcare organizations, and other public entities each year for the purchase and implementation of new technologies, such as visual communication solutions.

We partner with you throughout the entire application process to ensure a successful outcome. Your Solutionz GPS team will include a Solutionz Sales Executive, Grant Program Manager, and a Grant Expert.

Once we identify your needs and the appropriate funding source, your Solutionz GPS team will provide you with an explanation of the overall process, including your organization's roles and responsibilities, and a schedule of activities that need to be completed to secure the funding. Your Solutionz GPS team will assist from beginning to end and help navigate and map the course.

Finding and securing viable funding sources is easier than you thought!

Solutionz GPS team specializes in programs for:

- Healthcare
- First Responders
- Education
- State & Local Government

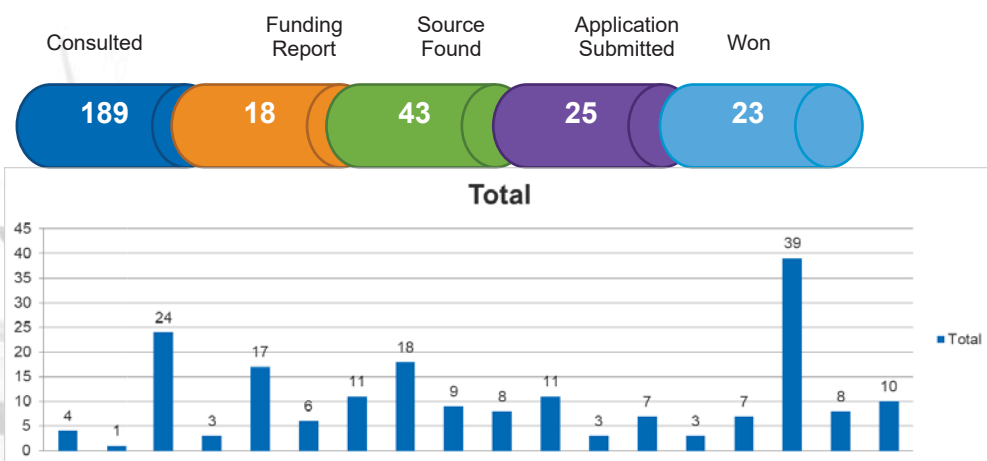
## Grant Readiness

Reviewing your organizations "grant readiness" is the first step in pursuing outside funding. Solutionz GPS targets the right grant by researching funding sources that fit your needs including:

- First Responders
- Local and State
- Federal grants
- Private Foundations
- Existing funding streams

## TOP FIVE BENEFITS OF GRANT PROGRAM SERVICES (GPS)

1. Expert one-on-one consultations
2. Support through application process
3. Identification of potential funding sources
4. Proposal evaluation, review, and submission
5. Broad knowledge of funding programs



### 2017 Grant Funding Success

- \$2.9M in grants awarded
- 15 Major Awards – Over \$100k ea.
- 8 Smaller Awards – Between \$25k and \$99k

(888) 815-6128

[www.solutionzinc.com](http://www.solutionzinc.com)

# VERTICAL MARKETS

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## K-12 Education

Solutionz has always had a strong presence in K12 integration. As one of the largest K12 integrators in the United States, Solutionz believes in servicing our Education clients at the highest levels. Solutionz is not only an integrator of technology, but a consultant and partner in furthering education-based technologies. Our core belief is that by providing teachers and districts with the best technologies that are available on the market today, that they can leverage these tools to elevate the literacy and comprehension of our children across the United States. Our areas of expertise include:

- New Installation and retrofit of classroom
- Mass Production of build to suit classrooms and classroom technologies
- Asset management and disposal
- TCO Modeling
- Lab Prebuild
- Service and Support

Our K12 Education team is focused purely on bringing critical technologies to K12 classrooms. We specialize in large scale technology deployments. With our proven approach, our production process automates and simplifies the required workflow to optimize productivity for our clients. This allows us to roll out technology at a pace that is easy for our clients to manage and be trained on, while still hitting critical time frames of these projects. Our team approaches this market with a core focus on quality of solution, deployment, and overall customer experience. Our commitment to all facets of technology from planning through deployment and maintenance gives our clients a complete experience.

Our K-12 team deploys large scale integration in the largest countries and services over 30,000 classrooms including:

- Clark County Schools
- Fulton County Schools
- Gwinnett County Schools
- Hall County Schools
- Muscogee County Schools

## Higher Education

By incorporating video and mobile technology into higher education offerings, colleges and universities can inspire professors and students alike to do better work more efficiently. From lecture capture, remote learning, and hybrid classrooms, to learning labs and huddle rooms with laptop hookups, cameras, speakers and monitors, Solutionz helps higher education harness the latest technology.

The classroom should be more than just a lecture hall crammed full of students. By integrating audio visual technology, institutions can offer students and their instructors an immersive teaching environment that fosters more effective study habits and a wider range of vital life experiences. When the classroom is everywhere, students can engage with the material whenever and wherever is most conducive to learning.

## State, Local and Federal Governments

Solutionz has provided thousands of Government organizations the ability to obtain proficiency and productivity benefits while collaborating in an A/V enabled environment. Creating a cohesive enterprise solution for government and military applications that yields tangible, reliable and secure results requires efficiency, power and simplicity.



Whether you're recording a deposition, videoconferencing with the Department of Defense or broadcasting a city council meeting, government agencies rely on audiovisual technologies to communicate. Solutionz brings efficiency, convenience and security to legal, military and other government agencies throughout the globe. We can provide solutions to those required to purchase off GSA70 and GSA58i and have provided enterprise A/V solutions to some of the largest government entities.



## Healthcare

Patient centered healthcare and telemedicine trends combine, to drive considerable expansion of virtual healthcare solutions making access to quality care more practical and affordable. As the largest industry in the U.S., healthcare administration is becoming more challenging as demands increase for better healthcare at lower costs.

Healthcare organizations are depending on audiovisual solutions to reduce costs and improve care. Providers and Patients around the world are actively embracing the benefits and values of technology. High-speed satellite connections and live digital video allow professionals to observe and diagnose illnesses in real time, without forcing patients to commute long distances. Healthcare facilities are grasping the power of IP video networks to connect specialists, clinics, consultants and patients, lengthening the capacity of healthcare into remote areas. Medical professionals are also appreciating the accessibility of training, professional expansion classes and certification curriculum through A/V deployments. A/V technology is expanding both the reach and quality of healthcare, and Solutionz is leading the way.

## Commercial/Enterprise

Our clients have specialized technology needs based on their business. We are experts in Audio Visual design and deployment. This includes collaboration, conferencing, presentation, instruction, broadcast, and recording.

Each system that is designed is for our client's specific purposes and tailored to their needs and facility. Our team works with our clients on all phases of the project from concept through execution. With our diverse company offerings, we can leverage the expertise of all of our business units enabling us to manage every project in-house. This unique industry approach allows us to leverage all the best technologies available to provide our clients the most complete offering of goods and services.

Solutionz is a fully licensed and insured electrical contractor, enabling us to provide critical electrical services for our installations and projects as well as a full service 24 hours electrical service department for commercial and industrial based clients. From lighting upgrades to installing your UPS to troubleshooting any electrical problem, our Electrical Services Team has your service needs covered. Our certified and licensed Master Electricians and our electrical installers do whatever it takes to provide you with a timely and high-quality installation.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>• Consultation/ Technical Specification</li> <li>• Facilities Evaluation (Site Survey)</li> <li>• System Design (Power &amp; Raceway)</li> <li>• Project Management</li> <li>• Installation / Integration</li> <li>• Data Center – Power Distribution</li> <li>• UPS &amp; Back-Up Generators</li> <li>• Conduit &amp; Raceway Systems</li> <li>• Outside Plant Pathways</li> <li>• Main and Sub Panels</li> </ul> | <ul style="list-style-type: none"> <li>• Security Lighting</li> <li>• Exterior Lighting</li> <li>• Lightning &amp; Surge Protection</li> <li>• Low Voltage Security &amp; Access Control Cabling</li> <li>• Low Voltage Lighting</li> <li>• Move, Add, &amp; Change (MAC) Services</li> <li>• Custom Maintenance Packages</li> <li>• Emergency Repairs &amp; Adds</li> </ul> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|



# A FEW OF OUR CUSTOMERS

While maintaining a competitive price, Solutionz focuses attention to the entire customer experience from the time that we are first contacted, until each customer has a complete working system that meets or exceeds their expectations and is in receipt of our award-winning support.

We are committed to ensuring that each project meets our standards of professionalism, appreciation, communication, timeliness, appearance, and quality. Our goal with every project is to give the customer the feeling that the entire process from consultation to installation and training was an “Excellent Experience”.

The formula for this success certainly starts with commitment from the executive level, but no company on the planet can achieve consistent customer satisfaction without a strong foundation of highly qualified, committed, professional employees that possess excellent morals that are supported by a positive company culture. With this solid foundation in place, combined with support from our world-class manufacturing partners, we are able to ensure the continued success of our associates and customers.



*“Our Prime Call Support Engineer was AWESOME! It was very comforting to know that there are companies out there that really do care about their customers and that Customer Service is not a lost art. I truly appreciated the constant follow up calls and support at its finest.” — Impiego, LLC, 2017*

**65%** Of Fortune 500 companies are our happy clients and customers!

# PROJECT PROFILES & REFERENCES

## Project: Condé Nast | Freedom Tower at One World Trade Center

*24 floor build-out with over 250 rooms with Audiovisual Capabilities including a Conference Center, Gallery, Test Kitchens, Video conference Rooms, Multi-Purpose Rooms, Huddle Rooms and Digital Signage.*

Solutionz had eight weeks from award of the project to providing the first completed rooms. During that time, submissions were delivered and approved, equipment was delivered for integration and new fabrication methods were developed to ensure that each system was installed, tested, certified and then packaged in accordance to the building standards for delivery. The condensed construction schedule meant that Solutionz had to deliver and turnover an average of four floors per week to meet the construction schedules and move-in dates.

Condé Nast now resides in one of the most prestigious and visible spaces in the New York skyline with world class Videoconferencing, Meeting and Presentation Spaces to communicate with their clients, partners and affiliates around the globe.

- Budget: \$8 Million
- Location: New York, NY
- Completion: Q2 2015



## Project: The College Board | Association Center

*50 rooms on 3 floors with audiovisual capabilities. These included the following types audiovisual rooms; t1 office room, team room, collaboration space, small and standard VTC room, divisible VTC, executive VTC, trustee conference room, master control room, sound masking and digital signage.*

Each of these rooms was built, staged and tested in our Long Island, NY facility before being shipped to the jobsite. This standard procedure ensures that each system left our facility operational. This also greatly reduces installation and testing time in the field after everything is installed and connected. Solutionz is one of the only companies that as a standard practice terminates their wiring to an AV Bulkhead which allows for thorough testing in our shop and in the field. This investment in parts and labor on the fabrication side pays off exponentially during the installation and for many years later with aftercare, maintenance and modifications. The College Board now resides in one of the most technologically current facilities.

- Budget: \$1.3 Million
- Location: New York, NY
- Completion: Q2 2015





# PROJECT PICTURES

**SOLUTIONZ**