

# TIPS VENDOR AGREEMENT

Between Manufacturing Automation & Software Systems, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 220105 Technology Solutions, Products and Services**

## General Information

The Vendor Agreement (“Agreement”) made and entered into by and between The Interlocal Purchasing System (hereinafter “TIPS”) 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 and the TIPS Vendor. 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 (“PO”), 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 possible addendums.

## 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”, “\$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 (“RFP”) 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 contract, agreement, or 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. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

## **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 affirm 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 of Agreement and Renewals**

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

**“Start Date” for Term Calculation Purposes Only:** Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

**Example:** If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

**“Termination Date”:** The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

**Example:** If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

**Extensions:** Any extensions of the original term shall begin on the next day after the day the original term expires.

**Example Following the Previous Example:** If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

**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 Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

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

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) 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. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. 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 Vendor 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.

- 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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **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 subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. 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.

### **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.

### **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' 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 ("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 may, at TIPS sole discretion, assist in conflict resolution 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 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 Vendor or its subcontractors are liable for any damages or claims, the Vendor's policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. 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 Vendor(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](mailto: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 the 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, the Member 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 220105 Technology Solutions, Products and Services

Company Name Manufacturing Automation & Software Systems, Inc. (dba. MASS Group, Inc.)

Address 6280 S. Valley View Blvd., Suite 230

City Las Vegas State NV Zip 89118

Phone 818-709-1255 Fax 818-709-1468

Email of Authorized Representative govbids@massgroup.com

Name of Authorized Representative Gamal Balady

Title President & CEO

Signature of Authorized Representative 

Date 02/14/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5-24-2022

## **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.



**220105 Addendum 1  
MASS Group, Inc.  
Manufacturing Automation and Software  
Systems, Inc.  
Supplier Response**

**Event Information**

Number: 220105 Addendum 1  
Title: Technology Solutions, Products and Services  
Type: Request for Proposal  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes:

**IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.**

**IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING**

**CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.**

· **TIPS 190103 Web and Cloud Computing Services**

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

**TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.**

## **Contact Information**

Address: Region 8 Education Service Center  
4845 US Highway 271 North  
Pittsburg, TX 75686

Phone: +1 (866) 839-8477

Email: [bids@tips-usa.com](mailto:bids@tips-usa.com)

## MASS Group, Inc. Information

Contact: Gamal Balady  
Address: 6280 S. Valley View Blvd.,  
Suite 230  
Las Vegas, NV 89118  
Phone: (818) 709-1255  
Fax: (818) 709-1468  
Toll Free: (818) 709-1255  
Email: [govbids@massgroup.com](mailto:govbids@massgroup.com)  
Web Address: [www.massgroup.com](http://www.massgroup.com)

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

Gamal Balady

*Signature*

*Submitted at 2/14/2022 6:22:09 PM*

[govbids@massgroup.com](mailto:govbids@massgroup.com)

*Email*

## Requested Attachments

### Agreement Signature Form

220105 Vendor 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.

### All Other Certificates

MASS Group Certifications.pdf

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.

### Pricing Form 2

220105 Pricing Form 2 - filled.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.

### Reference Form

220105 Reference\_Form-filled.xlsx

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.

### 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>.

**Proposed Goods and Services**

Region 8 Technology Solutions, Products and Services Proposal by MASS Group.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.

**D/M/WBE Certification OPTIONAL**

Region 8 Technology Solutions, Products and Services Proposal by MASS Group.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.

**Warranty**

No response

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

**Vendor Agreement**

220105 Vendor Agreement-filled.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.

**Pricing Form 1**

220105 Pricing Form 1 - filled.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.

**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.

**Logo and Other Company Marks**

massgrouplogo-blackred.png

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

**Certification of Corporate Offerer Form-COMplete ONLY IF OFFERER IS A CORPORATION**

CERTIFICATION OF CORPORATE OFFERER FORM-filled.pdf

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

**Disclosure of Lobbying Activities Standard Form LLL**

Disclosure\_of\_Lobbying\_Activities\_Standard\_Form\_LLL-filled.pdf

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.

**Confidentiality Claim Form**

220105 Required Confidential Information Status Form.pdf

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.

**Current W-9 Tax Form**

Signed W-9 Vegas (1).pdf

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

## Bid Attributes

<b>1</b>	<b>Yes - No</b> Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
<b>2</b>	<b>Yes - No</b> Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
<b>3</b>	<b>Yes - No</b> The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>
<b>4</b>	<b>States Served:</b> If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX) <input type="text" value="No response"/>
<b>5</b>	<b>Company and/or Product Description:</b> This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.) <input "="" type="text" value="MASS Group Inc. (Manufacturing Automation &amp; Software Systems, Inc.) is a privately held software company established by the Company's Founder and current President back in 1998. For over 20 years, MASS Group has been providing Customers in both the private and public sectors with innovative, cloud-based software solutions that include Asset Management, Fleet Management, RFID Asset Tracking &amp; Reconciliation, Work Order Management, Inventory/Warehouse/Spare Parts Management, and Maintenance Management. Originally, its product was called FactoryServer and was first installed at one of the world's largest semiconductor manufacturers (which still uses it today). In 2007, the Company changed the product name to Traceability Made Easy® (TME®) to more accurately reflect its growing Customer base given the extensive work MASS Group was doing with various municipalities, public utilities, government agencies and other public entities.&lt;br/&gt;&lt;br/&gt;The Company's flagship software product, TME®, has been sold to hundreds of Customers and used by tens of thousands of end users across a host of very complex and demanding industries. Common organizational challenges that TME® is used to resolve include increasing productivity by automating manual processes such as logging and tracking work orders, reducing unplanned downtime, managing preventative maintenance procedures, providing asset tracking and visibility to improve asset utilization, facilitating more informed factbased decision-making using data analytics, and enabling clients to more easily meet industry and regulatory compliance requirements."/>
<b>6</b>	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Gene Ironhill"/>
<b>7</b>	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Account Executive"/>

8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="govbids@massgroup.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8187091255"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8187091468"/>
11	<b>Primary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
12	<b>Secondary Contact Name</b> Secondary Contact Name <input type="text" value="Kaitlin Alvarez"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Operations Manager"/>
14	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="kalvarez@massgroup.com"/>
15	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8187091255"/>
16	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8187091468"/>
17	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

1 8	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input data-bbox="97 147 1559 189" type="text" value="Kaitlin Alvarez"/>
1 9	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input data-bbox="97 315 1559 357" type="text" value="kalvarez@massgroup.com"/>
2 0	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 504 1559 546" type="text" value="8187091255"/>
2 1	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input data-bbox="97 672 1559 714" type="text" value="Kaitlin Alvarez"/>
2 2	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input data-bbox="97 840 1559 882" type="text" value="kalvarez@massgroup.com"/>
2 3	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input data-bbox="97 1029 1559 1071" type="text" value="8187091255"/>
2 4	<b>Company Website</b> Company Website (Format - www.company.com) <input data-bbox="97 1197 1559 1239" type="text" value="www.massgroup.com"/>
2 5	<b>Entity D/B/A's and Assumed Names</b> Please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the legal name under which you responded to this solicitation unless you organize otherwise with TIPS after award. <input data-bbox="97 1386 1559 1428" type="text" value="MASS Group, Inc."/>
2 6	<b>Primary Address</b> Primary Address <input data-bbox="97 1554 1559 1596" type="text" value="6280 S. Valley View Blvd. Suite 230"/>
2 7	<b>Primary Address City</b> Primary Address City <input data-bbox="97 1722 1559 1764" type="text" value="Las Vegas"/>
2 8	<b>Primary Address State</b> Primary Address State (2 Digit Abbreviation) <input data-bbox="97 1869 1559 1900" type="text" value="Nevada"/>

29	<b>Primary Address Zip</b>
	Primary Address Zip <input type="text" value="89118"/>

30	<b>Search Words:</b>
	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.) <input type="text" value="inventory management, asset management, consumable tracking, spare part tracking, chemical tracking, warehouse management, rfid, radio-frequency identification, barcode, physical inventory, stock take, cycle count, supply chain"/>

31	<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>
	Most of our members receive Federal Government grants or other funding 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 include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.  Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you? <input type="text" value="Yes"/>

32	<b>Yes - No</b>
	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:  (A) has its principal place of business in Texas;  OR  (B) employs at least 500 persons in Texas?  This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS. <input type="text" value="No"/>

33	<b>Company Residence (City)</b>
	Vendor's principal place of business is in the city of? <input type="text" value="Las Vegas"/>

34	<b>Company Residence (State)</b>
	Vendor's principal place of business is in the state of? <input type="text" value="Nevada"/>

**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 that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

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 solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? 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. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3  
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3  
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

**3  
8 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to 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** **Yes - No**

**9**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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.

**4** **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

**0**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

**4** **Additional Discounts?**

**1**

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

**4** **Years in Business as Proposing Company**

**2**

Years in business as proposing company?

**4** **Resellers:**

**3**

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 add all Authorized Resellers within the TIPS Vendor Portal upon award).

**4** **Right of Refusal**

**4**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

**4** **NON-COLLUSIVE BIDDING CERTIFICATE**

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

**6** 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. The Form CIQ is one of the attachments to this solicitation.

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

**4** **Filing of Form CIQ**

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

**4** **Regulatory Standing**

**8** 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.

**4** **Regulatory Standing**

**9** Regulatory Standing explanation of no answer on previous question.

**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.

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## 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.

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## 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.

Yes

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3

### **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.

(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.

Yes, I certify (Yes)

5  
4

### **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 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, 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 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 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?

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**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?

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**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 \$250,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify that it is in compliance with the Clean Air Act?

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**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?

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**1** **2 CFR PART 200 Rights to Inventions**

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor agree?

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**2** **2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does vendor agree?

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**3** **2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

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

Does vendor agree?

**6 4 2 CFR PART 200 Contract Cost & Price**

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

Does Vendor Agree?

**6 5 FEMA Fund Certifications**

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **IF and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

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

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

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

**6 6 Certification of Compliance with the Energy Policy and Conservation Act**

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

Does Vendor agree?

**6** **Certification Regarding Lobbying**

**7** 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.

**6** **If you answered "I HAVE lobbied" to the above Attribute Question**

**8** If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard From 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** **Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

**9** 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.

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**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.

YES

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**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?

Yes, I Agree (Yes)

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2 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?

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3 Remedies Explanation of No Answer**

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4 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.

Do you agree to these terms?

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5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, 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. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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6** **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?

Yes, I Agree

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7** **Infringement(s) Explanation of No Answer**

*No response*

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8** **Contract Governance**

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes, I Agree (Yes)

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9** **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?

Yes, I Agree (Yes)

## 80 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 & 22.08341. 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 services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district.

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

None

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

**2** 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.

**8** **Texas Government Code 2270 & 2271 Verification Form**

**3** Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or 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>

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

**8** **Logos and other company marks**

**4** 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)

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**Solicitation Deviation/Compliance**

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

Yes

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**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.

No response

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**Agreement Deviation/Compliance**

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

Yes

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**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.

No response

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**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

**90** **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).

**91** **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 upload 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". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED 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 bids@tips-usa.com.

**92** **Member Access to Vendor Proposal**

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

**93** **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.

**94** **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.

**95** **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.

**96 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.**

**97 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?

**98 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.

**99 Upload of Current W-9 Required**  
Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

**1000 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**  
**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**  
If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." See Tex. Gov't Code § 809.001(1).

**101 CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:**

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87<sup>th</sup> leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87<sup>th</sup> session), the company hereby certifies and verifies that the company, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this contract, "discriminate against a firearm entity or firearm trade association" shall mean, with respect to the entity or association, to: "(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association. See Tex. Gov't Code § 2274.001(3) of SB 19. "Discrimination against a firearm entity or firearm trade association" does not include: "(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association." See Tex. Gov't Code § 2274.001(3) of SB 19.

**102 CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

**By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:**

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87<sup>th</sup> leg.). The company verifies and certifies that company will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

**103 Acknowledgement**

By submitting this proposal, Vendor certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

## **ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES**

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."



CERTIFICATION BY CORPORATE OFFERER

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**

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

**OFFERER:** Manufacturing Automation & Software Systems, Inc. dba. MASS Group, Inc.  
(Name of Corporation)

Gamal Balady certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Kaitlin Alvarez  
(Name of person who completed proposal document)

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

Operations Manager  
(Title/Position of person signing proposal/offer document within the corporation)

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

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

  
\_\_\_\_\_  
SIGNATURE

02/14/2022  
\_\_\_\_\_  
DATE

**Required Confidential Information Status Form**

Manufacturing Automation & Software Systems, Inc. dba. MASS Group, Inc.

Name of company

Gamal Balady, President & CEO

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

6280 S. Valley View Blvd., Suite 230

Las Vegas

NV

89118

818-709-1255

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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 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 to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, 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, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, to TIPS Members. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or any other party.

**ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW**

**OPTION 1:**

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.

**IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.**

**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 \_\_\_\_\_

**OR**

**OPTION 2:**

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 *Gamal Balady* Date 02/14/2022

Printed on: 2/24/2021 12:37:45 PM

To verify most current certification status go to: <https://www.caleprocure.ca.gov>



### Office of Small Business & DVBE Services

**Certification ID:** 62438  
**Legal Business Name:**  
 Manufacturing Automation & Software Systems, Inc.  
**Doing Business As (DBA) Name 1:**  
 MASS Group  
**Doing Business As (DBA) Name 2:**

**Email Address:**  
 kalvarez@massgroup.com  
**Business Web Page:**  
 www.massgroup.com  
**Business Phone Number:**  
 (818) 709-1255  
**Business Fax Number:**  
 (818) 709-1468  
**Business Types:**  
 Non-Manufacturer , Service

**Address:**  
 21601 Devonshire Street  
 108  
 Chatsworth  
 CA 91311

Certification Type	Status	From	To
SB(Micro)	Approved	08/22/2019	08/31/2021

Stay informed! KEEP YOUR CERTIFICATION PROFILE UPDATED!  
 -LOG IN at [CaleProcure.CA.GOV](https://www.caleprocure.ca.gov)

Questions?  
 Email: [OSDSHELP@DGS.CA.GOV](mailto:OSDSHELP@DGS.CA.GOV)  
 Call OSDS Main Number: 916-375-4940  
 707 3rd Street, 1-400, West Sacramento, CA 95605

DISPLAY CONSPICUOUSLY AT PLACE OF BUSINESS FOR WHICH ISSUED

CALIFORNIA STATE BOARD OF EQUALIZATION

**SELLER'S PERMIT**



ACCOUNT NUMBER

3/20/1998 SR AC 97-216534

MASS INC  
21601 DEVONSHIRE ST STE 112  
CHATSWORTH, CA 91311-8402

*NOTICE TO PERMITTEE:*  
You are required to obey all  
Federal and State laws that  
regulate or control your  
business. This permit does  
not allow you to do  
otherwise.

IS HEREBY AUTHORIZED PURSUANT TO **SALES AND USE TAX LAW** TO ENGAGE IN THE  
BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY AT THE ABOVE LOCATION.



## Technology Solutions, Products and Services RFP# 220105



### Manufacturing Automation & Software Systems, Inc.

6280 S. Valley View Blvd., Suite 230  
Las Vegas, NV 89118  
Tel: 818-709-1255 / Fax: 818-709-1468  
[www.massgroup.com](http://www.massgroup.com)

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**SUBMITTAL LETTER****MANUFACTURING AUTOMATION & SOFTWARE SYSTEMS, INC.**

21601 Devonshire Street, Suite 108  
Chatsworth, CA 91311  
(818) 709-1255 phone | (818) 709-1468 Fax

Greetings,

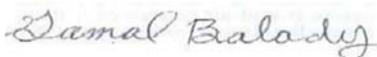
MASS Group, Inc. ("MASS Group") is pleased to submit its response to your RFP for Equipment Maintenance Management Program (the "System") for Region 8 ESC ("Region 8"). Our 100% web-based, commercial off the shelf ("COTS") software called Traceability Made Easy® ("TME®") has been sold to and successfully installed at hundreds of Customers including Federal, State, and Local government agencies to meet their equipment maintenance and management needs. At a minimum, the TME® will provide the following:

- **Comprehensive Asset Record** –A full and complete record of each Asset containing attributes like ID/Description/Type/Serial #/Barcode #/Condition/Location/Acquisition Date, etc., as well as visibility and roll up of data for hierarchal systems and subsystems
- **Genealogy/History Tracking** – Ability to track all inventory transactions by Lot/Batch/Serial Numbers to Assets along with real-time Quantity updates
- **Work Orders and PMs/Calibrations** – Maintenance of Assets whether unscheduled (repairs) or scheduled (PMs) along with calibration records to comply with standards
- **Location Management** – Hierarchal location information up to five (5) levels
- **Notifications** – Alert configuration for warranty expirations, replacements, work order requests, PMs, calibrations and upgrades
- **Mobile** – Lightweight mobile application for meter reading, work order generation/updates, inventory functionality, etc.
- **Reports** – Robust reporting capabilities including KPI tracking and requirements for state and/or Federal compliance mandates.

In selecting TME®, Region 8 will have 24x7, real time traceability of their assets, work orders and inventory across the entire supply chain from cradle to grave. Given TME®'s flexible architecture, the System can be hosted on AWS and integrate with other systems. Additionally, a well-defined and proven implementation process will minimize organizational disruption and resources consumed. Further, built-in-configuration tools within TME® will reduce, if not eliminate, the need for utilizing extensive custom programming and scripting for configuration which can be costly.

Thank you for considering MASS Group, and we hope to add you as one of our long-term partners. Should you have any questions, please don't hesitate to contact me.

Very truly yours,



Gamal Balady  
President & CEO  
Ph: 818-709-1255  
Email: [govbids@massgroup.com](mailto:govbids@massgroup.com)

## 1. BRIEF HISTORY

MASS Group Inc. (Manufacturing Automation & Software Systems, Inc.) is a privately held software company established by the Company's Founder and current President back in 1998. For over 20 years, MASS Group has been providing Customers in both the private and public sectors with innovative, cloud-based software solutions that include Asset Management, Fleet Management, RFID Asset Tracking & Reconciliation, Work Order Management, Inventory/Warehouse/Spare Parts Management, and Maintenance Management. Originally, its product was called FactoryServer and was first installed at one of the world's largest semiconductor manufacturers (which still uses it today). In 2007, the Company changed the product name to Traceability Made Easy® (TME®) to more accurately reflect its growing Customer base given the extensive work MASS Group was doing with various municipalities, public utilities, government agencies and other public entities.

The Company's flagship software product, TME®, has been sold to hundreds of Customers and used by tens of thousands of end users across a host of very complex and demanding industries. Common organizational challenges that TME® is used to resolve include increasing productivity by automating manual processes such as logging and tracking work orders, reducing unplanned downtime, managing preventative maintenance procedures, providing asset tracking and visibility to improve asset utilization, facilitating more informed fact-based decision-making using data analytics, and enabling clients to more easily meet industry and regulatory compliance requirements.

To ensure success for those Customers who decide to use TME®, MASS Group provides a full range of services that complement our software. From the Company's main office located in Chatsworth, California (northern Los Angeles County), MASS Group provides consulting, sales, implementation, training, technical support and administrative services. From MASS Group's other office located in Las Vegas, Nevada, the Company provides program management, development, quality assurance and testing. In addition, MASS Group has a network of certified partners located throughout the world in key strategic markets that the Company uses to support its global accounts.

Due to its ongoing commitment and operating philosophy of making sure that we continue to remain partners with our Customers after the system has been installed to ensure ongoing success, MASS Group has enjoyed an extremely high retention rate of 99% with lose only to Customers who have closed operations. The Company has been a GSA vendor since 2012, with the distinction of being awarded both top secret facility and personnel clearance due to the work MASS Group has completed with various U.S. intelligence agencies. Additionally, MASS Group is a certified small business that has successfully been self-funded since its formation in 1998. Further, MASS Group isn't required by any regulatory agency to maintain any professional license or certifications to conduct its day-to-day business including potentially implementing and supporting the System for Region 8.

## **Highlights**

- MASS Group's products are certified by the Department of Defense (DoD) to be 100% Made in the USA with no foreign sources
- MASS Group has received the necessary personnel clearances by the DoD to engage in classified negotiations
- MASS Group is on a GSA schedule offering its best price to U.S. Government agencies
- MASS Group is a software and hardware provider of automation technologies. We can provide barcode and RFID technologies that integrate with our software, and enhance traceability and asset management capabilities

## **Certifications**

- CA State Small Business #62438
- U.S. General Service Administration (GSA Certified) GS-35F-0145Y
- DUNS# 02-652-0416
- Microsoft Partner
- Alien RFID Partner and Zebra RFID Partner
- Cognex Partner

## **Who We Serve**

Over its 20-year history, MASS Group has served a wide range of industry segments including aerospace & defense; automotive; electronics and semiconductor; energy; entertainment; food & beverage; and government & public sector. Customers range from small to medium-sized businesses to large enterprises such as Colorado Community College System, Charter Schools of San Diego, Applied Materials, Arizona Department of Corrections, 3M, General Electric, Raytheon, and Motorola. For many of our commercial Customers, TME® is used at multiple facilities across multiple geographic locations throughout the world.

Since earning the privilege of qualifying as a GSA Vendor back in 2012, MASS Group has proudly served and supported numerous government agencies at the federal, state, and local level. The majority of MASS Group systems sold to government agencies include applications related to asset management, asset tracking and reconciliation, computerized maintenance management, facility management, work order management, fleet management, and inventory & spare parts management. For many of those systems, they were integrated with bar coding and RFID technologies to improve asset traceability, asset management, and reconciliation of assets.

In addition, the type of assets that TME® has been used to track, measure, and maintain at the federal and municipal levels cover a broad range and include the following: (i) boilers, chillers, HVAC, vehicles, technicians, tool, and parts for government and public facilities; (ii) books, computers, equipment, and supplies for schools and libraries; (iii) vehicles, tires, spare parts, supplies, technicians, and tooling for airports, government administration, building maintenance, law enforcement, park & recreation, public transportation and streets & sanitation departments; (iv) beds, equipment, supplies, and people at hospitals and juvenile facilities; and (v) supplies weapons, gear, keys, prisoners, and guards for correctional facilities and law enforcement.



Figure 1 Partial Customer List

***Our Team, Designated Project Manager and Supporting Staff***

MASS Group’s team has extensive experience in both the private and public sectors around applications that include Asset Tracking, Asset Management, Facility Management, Fleet Management, Work Order Management, Inventory & Warehouse Management, and Maintenance Management. Our cross-discipline team combined has over 75 years of industrial and electrical engineering experience, and an in-depth knowledge of computer science and information technology. Additionally, the Project Manager designated to lead the implementation and ongoing support of the System should MASS Group be selected has extensive experience in working with government agencies and the public sector. Gene Ironhill, who has been a MASS Group employee for more than 10 years has extensive technical knowledge of TME® having worked in implementation, technical support and training during her tenure at MASS Group.

## 2. TME® OVERVIEW



**Figure 2 TME® Is Cloud Based**

TME® is a 100% web/cloud based (Internet/Intranet), cost effective, highly scalable, and easily implemented asset management solution that can seamlessly support and improve the visibility, accountability, and management of Region 8's assets. TME®'s all-encompassing suite of capabilities will allow Region 8 to manage and control all of its assets with a single System, provide linkages to the company's other information management systems (should that be desired at a later phase), and serve as a foundation to support future growth.

Further, TME®'s robust library of data analytics and reporting tools will enable concurrent users in a hosted environment to have full visibility to the whereabouts of Region 8's underlying assets and their associated details anytime, anywhere, anyhow.



**Figure 3 TME® Is Multi-Tenant Based**



**Figure 4 TME® Is Multi-Instance**

Additionally, TME® can easily support hundreds if not thousands of concurrent users requiring simultaneous access across multiple locations. Region 8 needs only to purchase additional hardware and Users to expand beyond the first set of locations.

The impact of installing TME® should facilitate Region 8 having optimized tracking and accountability of its assets, improved planning and purchasing, and the ability to know where all assets are always to minimize disruption to the learning environment. Below are some of the benefits of the TME® System:

### *Simple*

TME® is a simple, intuitive system that is designed for the non-technical person. Unlike many competitor products which are overly complex, cumbersome, and costly, TME® is easy to use, implement and maintain, allowing you to quickly achieve your organization's goals.

### *Flexible and Easily Configurable*

TME® is a flexible system that enables users to define parameters and new fields; customize reports, purchase, and requisitions orders; and track inventory and assets across multiple locations or sites. In addition, it is easily configurable without having to take on the burden of excessive costs and effort levels to support specialized and/or unique applications where customization is required. Given that its underlying architecture was constructed to run in the Cloud, this allows for greater flexibility to provide end users with a more integrated solution with other management information systems.

### *Automated*

TME® easily integrates the latest technologies, enabling end users to have a seamless flow of data from hardware to software. Data collection is fast, easy, and accurate, and the ability to view critical data parameters is as easy as 1,2,3 given the simplicity of how TME® allows you to create customized dashboards and reports. TME® gives you real-time visibility into your inventory, assets, equipment, facilities, and other data so that you can maintain optimal operational performance, supply levels, reduce equipment loss, and increase cost savings.

*Scalable*

TME® is a highly scalable and easily configurable product. It provides the specific features that will address Region 8’s fixed asset management and ability to manage its items over their lifecycle include the following:



Figure 5 Traceability Made Easy® (TME®) Features#

- **Asset Tracking**
  - Maintain complete database of all assets
  - Track by serial number, barcode
- **Location Tracking**
  - Multi-tier, hierarchical location tracking
- **Tool Tracking (Check In/Check Out)**
  - Track date, time, length of time an asset was checked out by a user
  - Set due date and create “overdue” report
- **Inventory Tracking**
  - Receive inventory by vendor, size, quantity, description
  - Create, print, email purchase orders, requisition orders
  - Track by serial number, lot, batch ID
  - Track consumption, supply levels, expiration, any user-defined attribute
  - Capture transaction history (e.g., Consume, Scrap, Transfer, Put, Take, Return)
- **Work Order Management**

- Create work orders and assign to employees
- Track real-time work order status through to completion
- Prioritize tasks, assign tasks to personnel
- Email notification for new, complete, past due, rejected work orders
- **Preventive Maintenance Scheduling**
  - Schedule PM by Time (e.g., weekly, monthly), or Metrics (e.g., hours, MTBF), or other scheduled work
  - Define PM procedures for staff
  - Schedule PM reminders
  - Track all PMs on web-based calendar
  - Record all maintenance history
  - Log Hours
- **Statistical Reports**
  - 150+ standard reports
  - Customizable reports without programming skills
  - Report Subscriptions
  - Key Performance Indicator (KPI), Failure Analysis, Labor Cost, Reliability Availability Maintainability (RAM), Overall Equipment Effectiveness (OEE) reports
- **Email Notifications**
  - Receive email/text alerts for low inventory quantity, work orders, PMs, or any user-defined trigger
- **Barcode Technology**
  - Create and print barcode labels directly from TME®
- **Mobility**
  - Submit work orders directly from any smartphone or mobile device
  - Integrate with barcode scanners, printers, Windows-based mobile computers, Pocket PCs, PDAs, etc.
- **Document Manager**
  - Upload any document type (e.g. .pdf, .doc, video, images, AutoCAD, Visio) and link to any asset
  - Access all documents online and ensure compliance to all operational, repair and safety procedures.
- **Contact Manager**
  - Access all contact/vendor information online
  - Set up email alerts to vendors/suppliers

Since TME® is built on a simple to use GUI that consists of a selection of controls that provide different viewpoints of information from the System, if needed, controls can be custom built to display what the organization needs. Controls can be set up in different configurations to allow Users to choose which series of controls to display. Built in configuration tools that MASS Group has incorporated into the core of the System will allow for customization, if desired by the Customer.

### 3. ASSET MANAGEMENT

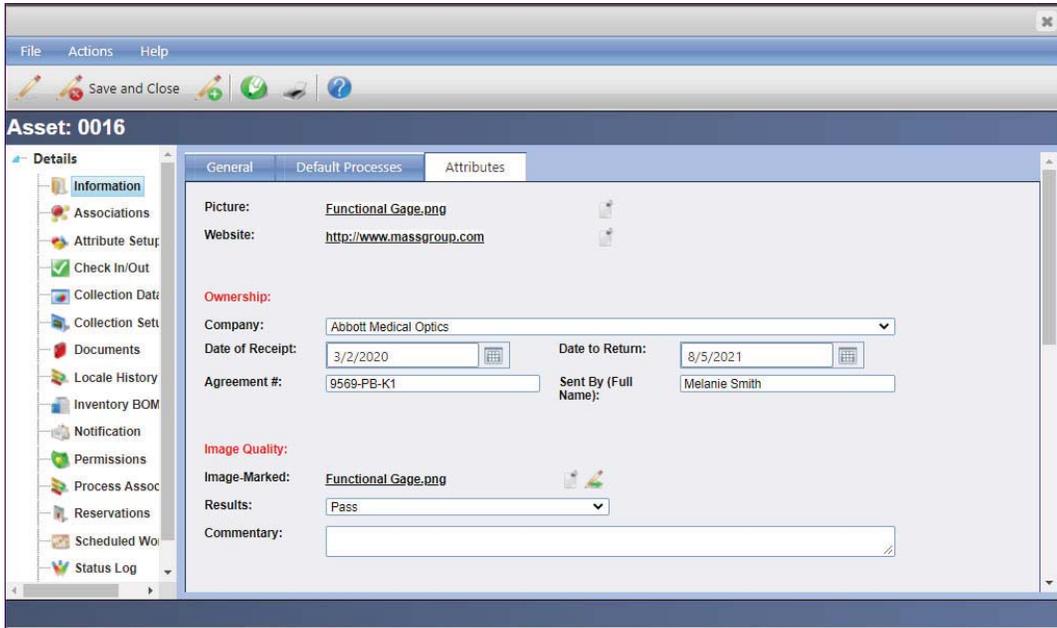
TME® Asset Management maintains a complete database for all assets including production/manufacturing equipment, scientific instruments, building equipment (valves and fire extinguishers), maintenance equipment, office equipment, IT equipment and any other user defined asset. Assets are assigned an Asset ID and can have additional information listed, such as asset description, manufacturer, Owner, asset model, group, subgroup, serial numbers, service dates etc. Additionally, Assets can be organized by Category (as defined by Region 8), SubCategory, model, vendor, manufacturer, or group, such as a department, building, or campus. The System allows the End User flexibility to determine which asset characteristics are to be included and how the assets are to be organized.

Figure 6 Asset Profile/Detail Screen

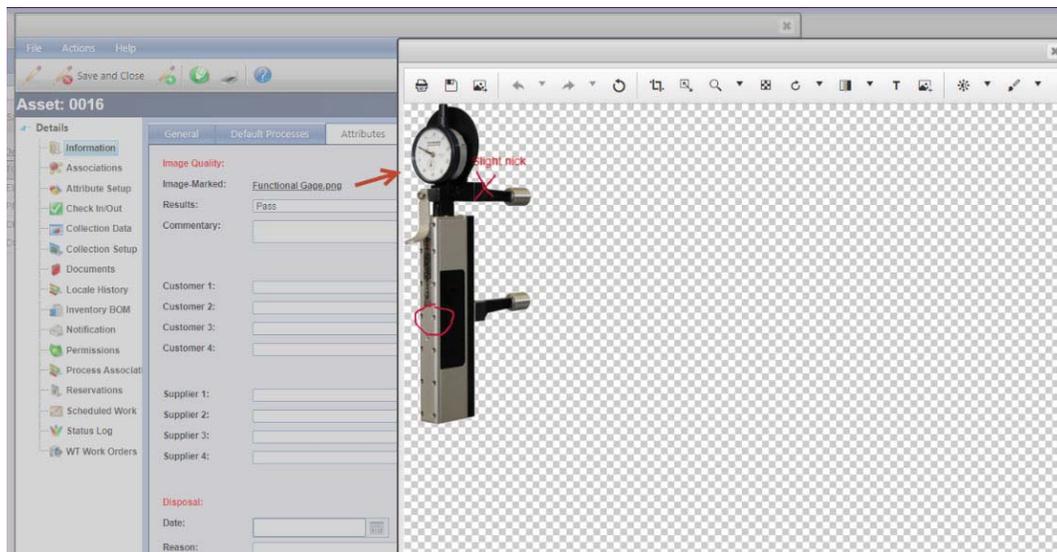
Other items can be tracked for each Asset, including purchase date, cost, and warranty information. Documents, manuals, or photos can also be linked directly to an Asset to be readily available. Every action taken against a piece of equipment is recorded – whether it’s a repair, change in status, check-in/out, reconciliation, move from a location, etc.

**USER DEFINED FIELDS AND MANAGED DROP-DOWN LISTS**

TME® provides the functionality for objects such as Assets, Inventory Items and Work Orders to be associated with user defined fields for single-instance or multi-instance data collection. These fields can be text, number, document link/upload, Statistical Process Control (SPC), date, drop-down list, and formula formats. Examples of the use of these fields includes the collection of disposition information, purchase order, contract number, meter readings, specification documentation, etc.



**Figure 7 Asset Attributes/User Defined Fields**



**Figure 8 Functional Gage as an Attribute Image - Marked Up**

The screenshot shows the 'Asset: Laptop 01' details window with the 'Attributes' tab selected. The interface includes a menu bar (File, Actions, Help) and a toolbar with icons for Save and Close, Add, and Help. A left-hand navigation pane lists various asset management categories. The main content area is divided into sections: Software, Depreciation, and Disposal of Asset.

Section	Field Name	Value
Software	MS Office Version:	365
	Date MS Office Installed:	10/3/2018
	Adobe Reader/Pro Version:	Pro DC 2019.012.20034
	Date Adobe Installed:	10/3/2018
	SnagIt Version:	11.0.1 (Build 93 - May 16 2012)
	Date SnagIt Installed:	10/3/2018
Depreciation	Web Meeting Version:	2018
	Date Web Meeting Installed:	10/3/2018
	SQL Version:	None
	Date SQL Installed:	
Depreciation	Note:	Fill in all value fields if Asset needs straight line depreciation calculation; make sure to enter the Purchase Price and Purchase Date fields on the General Screen as well.
	Salvage Value (\$):	500
	Estimated Useful Life (Years):	5
	Note:	To see the calculation of the annual depreciation onscreen, enter the same Purchase Price as entered on the General screen below and click on the blue button to the right of the next field.
	Purchase Price (\$):	750
Disposal of Asset	Straight Line Rate:	50
	Note:	Disposal information is for Assets no longer in the organization's control.
	Disposal Method:	N/A - Active
	Disposed By (Full Name):	
Disposal of Asset	Date of Disposal:	
	Documentation (if applic.):	No Document Selected
Comments:		

Figure 9 Asset Attributes/User Defined Fields

## HIERARCHICAL LOCATION MANAGEMENT

TME® Asset Inventory Management will also provide up to five levels of hierarchical location definitions utilizing drop-down lists. These levels can be defined by Region 8 and named accordingly. An unlimited number of User defined collection points are included to add defining characteristics—i.e., type of facility, space accommodations, measurements, etc. By Assets and locations with RFID or barcodes, users can effectively track Assets down through the multi-tiered locations which will mitigate against issues related to Asset Inventory theft, loss, or misplacement.

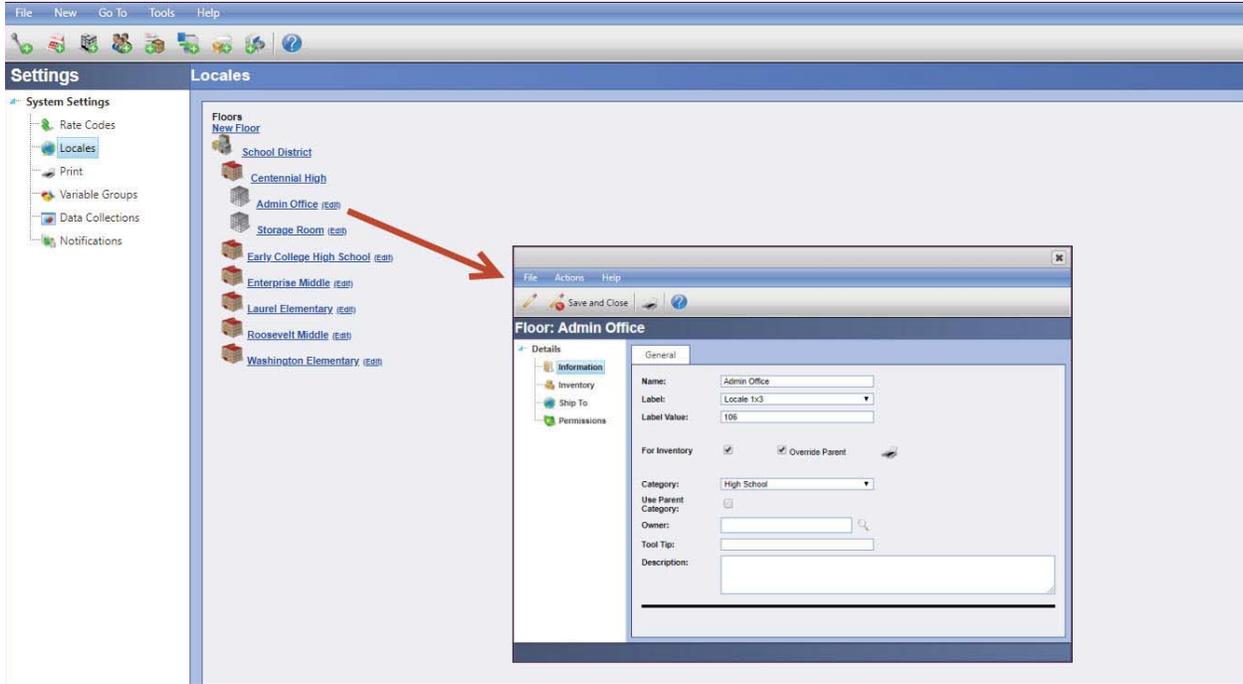


Figure 10 Hierarchical Locale Definitions Detail Screen

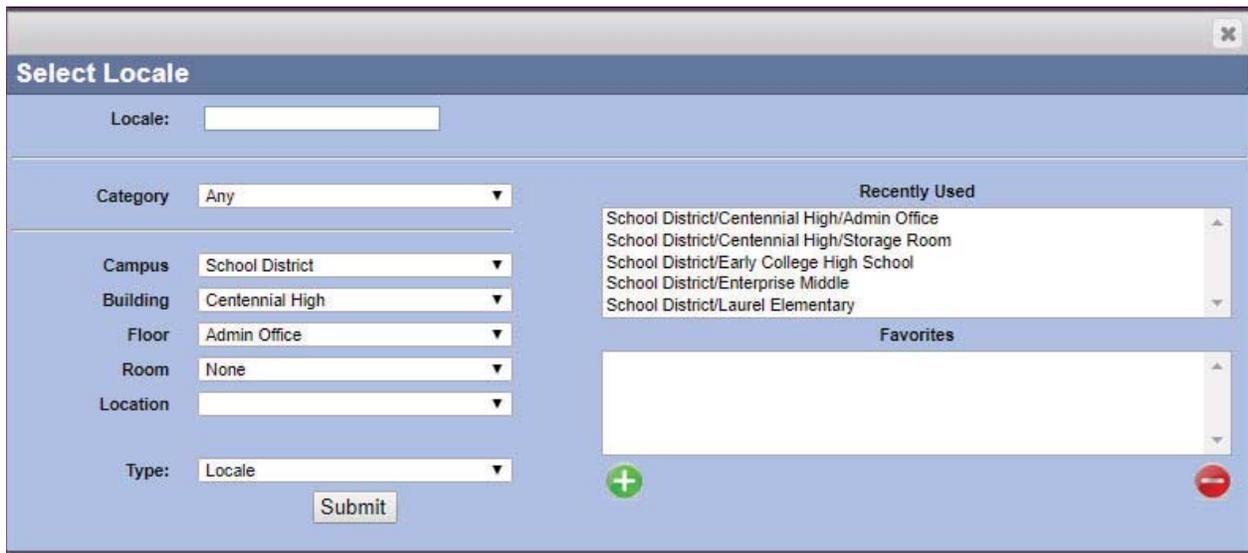


Figure 11 Locale Selector Screen - Includes Ability to Scan Locale Barcode

**EQUIPMENT/ASSET CHECK IN/OUT**

TME® Asset Inventory Management will also provide capabilities related to Check In/Check Out. The Check In/Out feature will enable Region 8 to track the time, date, length of time, and the identity of the person who checked out/in an Asset. This feature is particularly useful for tracking mobile Assets (e.g., laptops, projectors, conference call hubs, etc.) that are used by multiple personnel and moved from location to location for any period of time.

Additionally, rental costs by the hour or day can be associated to each Asset. Therefore, Region 8 will be able to run a report of charges to personnel/schools and generate revenue accordingly. RFID tags or barcodes can be associated to the Assets to improve accuracy of Asset tracking and overall System performance. When users check out an Asset, the asset tag is scanned and saved. The Asset will then be “checked out” to them. When the user returns the Asset, it is scanned and “checked in.”

TME® Asset Management will also track all transactions and work orders for the Assets. Combined with the setup of all preventive maintenance, calibrations and scheduled events, Region 8 will be able to analyze trends based on experience and forecast budgets based on future scheduled events. Over time, Region 8 will be able to have a full understanding of the costs, labor time, unscheduled downtime, etc., of any given Asset or group of Assets. This critical information can be used in the future for improved budgeting and forecasting.

**SYSTEM AUDIT**

TME® Asset inventory Management will provide full audit capabilities that will better enable visibility, transparency and awareness to Region 8’s Assets and Inventory. All transactions (adding, editing, deleting, moving/transferring, reconciling, checking in/out, etc., are logged with a time/date stamp and User ID (logged in User) whether as an onscreen record (i.e., locale history) or as part of the Audit Trail (adding a new Asset). Access to the full audit trail is available via reports which are viewable provided the User has been given access (permission based on Access Group).

**SCHEDULED INVENTORY AUDIT (RECONCILIATION) SUPPORT**

Reconciliation of Region 8’s Assets and Inventory can be completed easily by choosing the location and scanning every barcode in sight. TME® Asset inventory Management will show onscreen (whether on computer via the web application or offline via handheld device uploaded with TME® Mobile) what Assets were scanned, which ones are still missing, and those barcodes that have been scanned but are not in the system. The End User will have the opportunity right then and there to input the Asset description, serial number and an ID for any unknown barcode not associated with an Asset. If IDs are assigned and is not apparent on the Asset, any other information can be utilized, and the proper Asset ID entered at another time.

Reconciliations can be configured to be conducted by specific personnel over a set timeframe. All scans are logged with a time/date stamp and User ID of the personnel conducting the scans. Notifications of overdue reconciliations are available via reports set up to generate on a regular schedule to designated personnel.

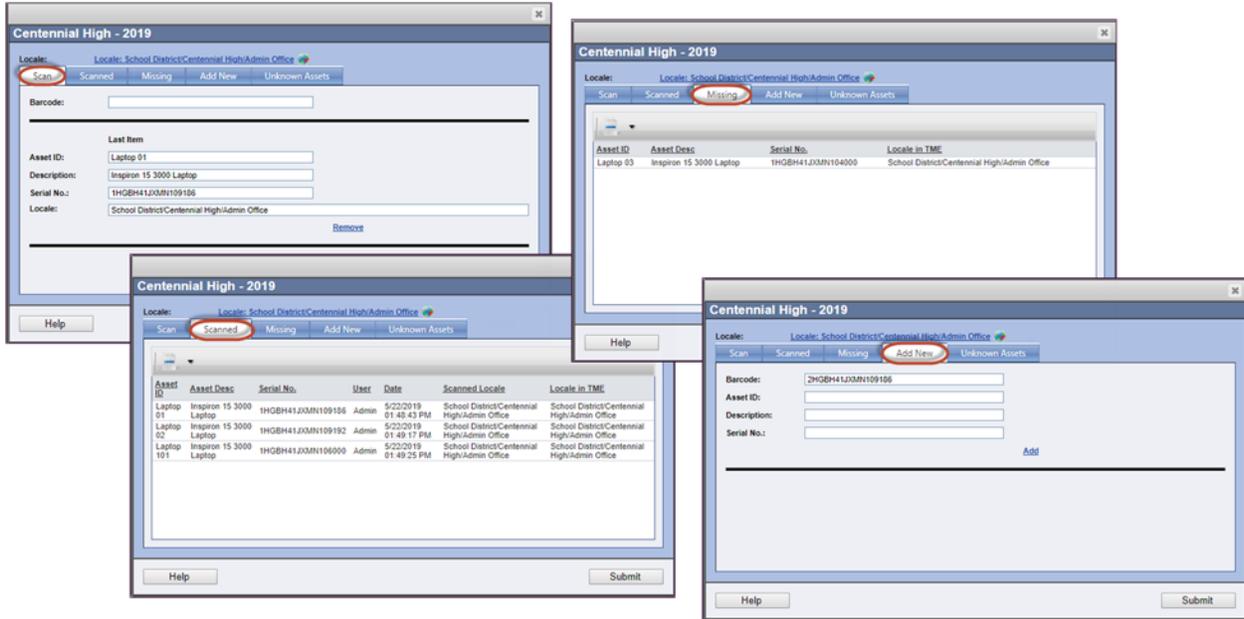


Figure 12 Data Collection Screens when Reconciling Assets

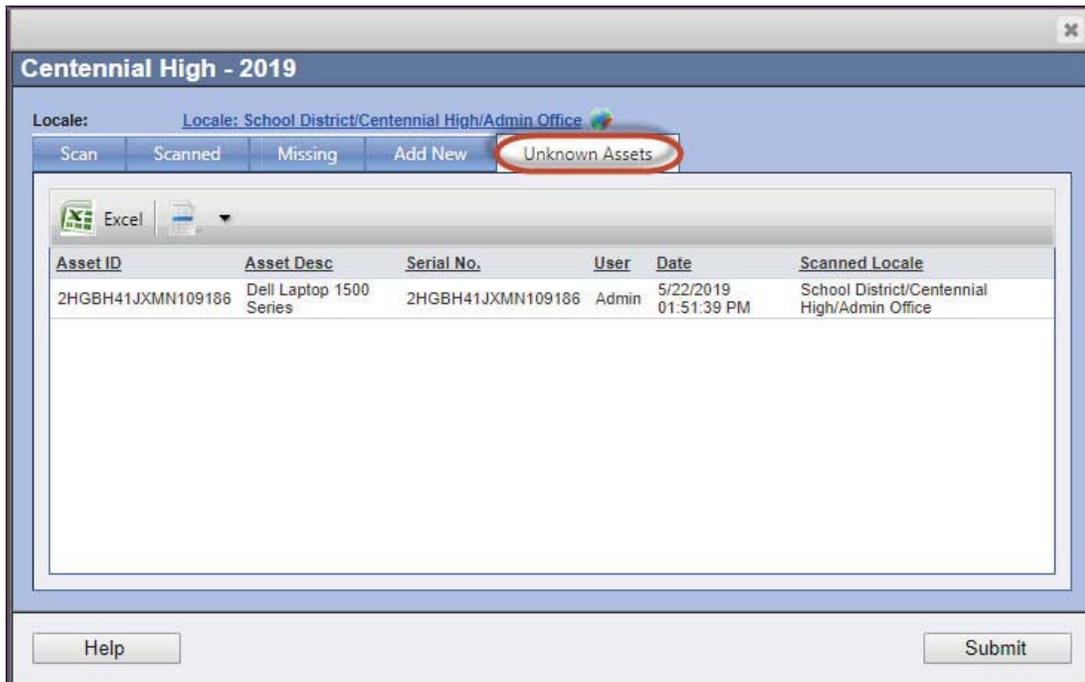


Figure 13 Unknown (to TME) Assets Screen

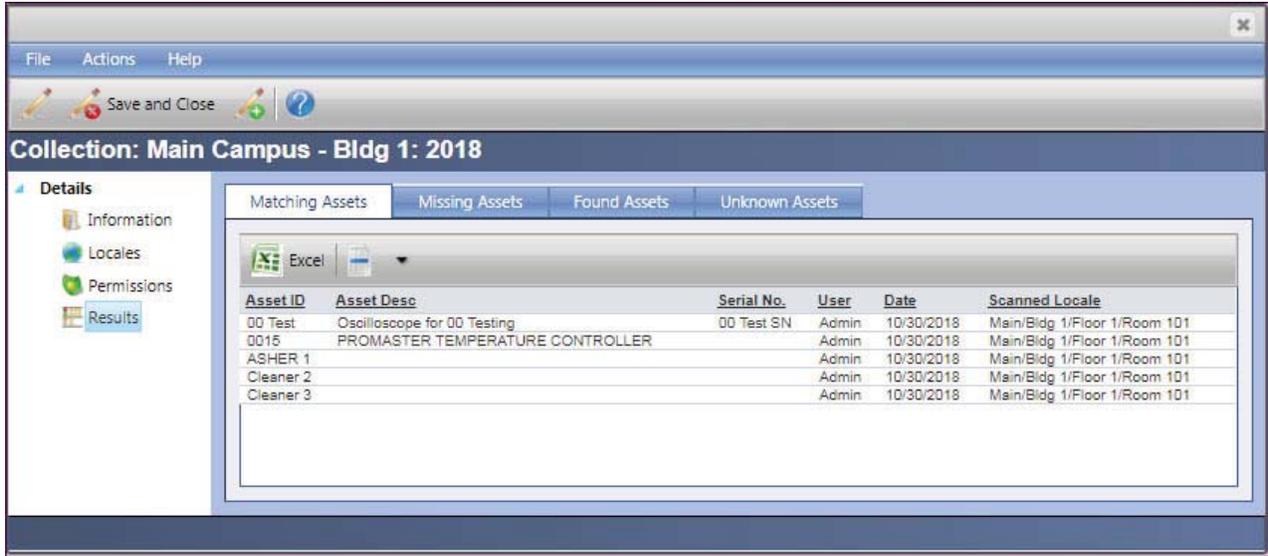


Figure 14 Results of Reconciliation Screen

## BAR CODE AND RFID TAG SUPPORT

TME® integrates the latest in barcode and RFID technology, making data collection fast, easy, and accurate. Barcode labels for assets can be printed to include the name, description, serial number, barcode, and any other needed fields such as make or model number directly from TME®. The labels use standard barcodes and can be configured for multiple sizes and designs per Region 8’s needs. Although highly recommended, barcodes are not required for use in TME®. If an Asset does not have one upon delivery from supplier, it can be generated and printed directly from TME® to any label printer (local or network).

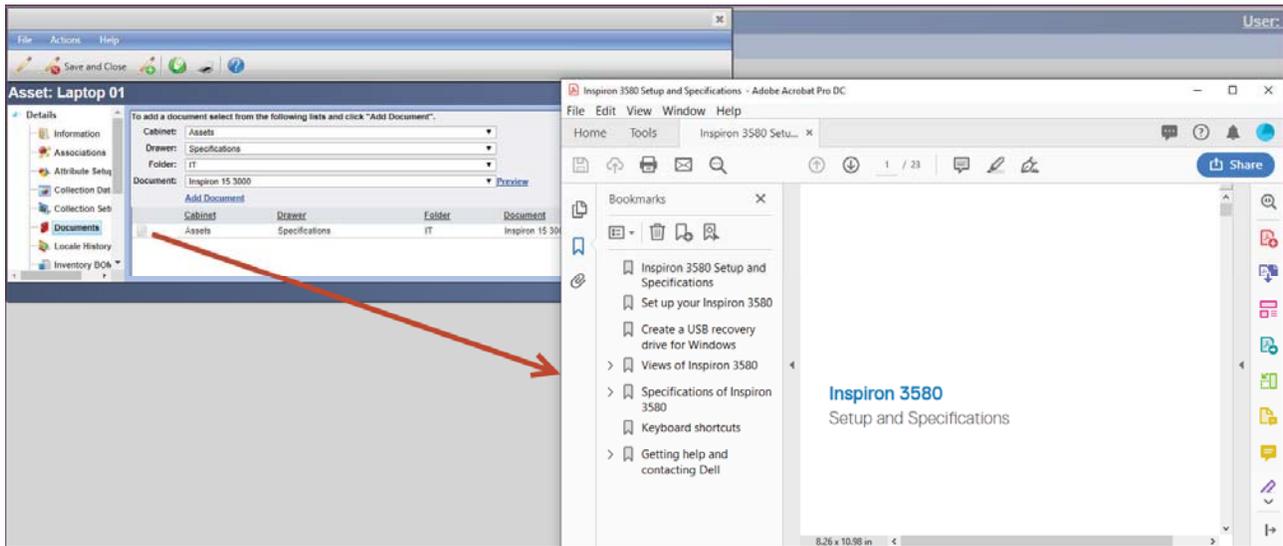
RFID Tags can be associated to the Assets as well. Tags can include a barcode and human readable to server as both an RFID signal source and barcode value. As TME® can accommodate multiple barcode/tag values per Asset, the RFID tag value and barcode do not need to be identical.



Figure 15 Example of Standard Asset Label

**DOCUMENT MANAGEMENT**

TME® Document Manager is a core component of TME®. The Document Manager can store any type of document related to your equipment and operations. User manuals, purchase orders, invoices, warranties, repair procedure, safety & emergency procedures and training manuals are electronically stored in a centralized space. Authorized personnel have easy, immediate access to all vital instructions, guaranteeing compliance to all operational, repair, and safety procedures. The Document Manager accepts any type of document formats (i.e., video, image, multimedia files, Microsoft Excel, Word, PowerPoint, etc.). Link documents via the Document Manager or directly to individual assets, as well as inventory items, scheduled work activities and work orders.



**Figure 16 Asset Detail Screen with Document Attached**

Through our reporting, customers can be emailed reports with only their data. Also, external users can be set-up with permissions to see interactive reports, but only see the data you allow them to see by locking filters on the reports they can access.

## 4. WORK TRACKING

### PREVENTIVE MAINTENANCE

Preventative Maintenance (PMs, Calibrations, Services, etc.) schedules can be set up assets as well as for entire locales (buildings/sections) that require routine maintenance, inspections and/or calibrations. Equipment is entered into the System at set-up, and then regular maintenance intervals (e.g., every month, every quarter) are scheduled for easy onscreen monitoring and email notifications that preventive maintenance is due. Documents, Data Collections, Notifications, Steps, etc., can all be set up and flow through to the work order every time it is generated.

The screenshot displays a software interface for managing scheduled work. At the top, there is a menu bar with 'File', 'Actions', and 'Help'. Below the menu is a toolbar with icons for 'Save and Close', a plus sign, and a question mark. The main title is 'Scheduled Work: 303'. On the left, a 'Details' sidebar lists 'Information', 'Trigger', 'Documents', 'Notification', 'Inventory BOM', and 'Steps'. The main area is titled 'General' and contains the following fields:

- Process:** CAL EQUIP RTN (1)
- Description:** CAL EQUIP RTN
- Priority:** Medium
- Type:** PM
- Assign Type:** User (selected), Group
- Assigned To:** Gene Ironhill
- Plan:** 56-A
- Category:** Calibration
- SubCategory:** Bill
- Start Time:** 10:00 AM
- Hours:** 2.5
- Tool Number:** 0016
- Locale:** AAT/OPS3/C1G09/DPC DIE Storage (7000)
- Work To Be Done:** Calibrate all systems

Figure 17 Scheduled Work Detail Screen

Triggers can be set based on one or more factors: time, metrics, and other scheduled work. See below for additional details:

- **Time:** The trigger screen displays a visual GUI for setting up a recurrent (or even one time) event. It includes the ability to use a floating date to reset the next scheduled trigger date based on the closing of the previously generated work order as opposed to its generated date.
- **Metrics:** The same trigger screen allows the User to select Meters from which to generate the PM based on meter readings. Alternatively, the User can select a metric (i.e., hours in Uptime) from a drop-down list of which to generate the work order.

- **Other Scheduled Work:** The triggering of one scheduled work can trigger other scheduled work activities. For example, cleaning of air vent A can trigger the cleaning of air vents B and C.

Scheduled Work, current, pending, completed and overdue work orders are displayed graphically in the Work Tracking Calendar. All actions taken against a work order are logged with the User ID, date/time stamp and relevant information. Users can consume inventory that have been associated with pricing; log work hours against a rate code associated with an hour rate; provide comments to update progress (or lack thereof with comments); update the downtime/uptime status of the Asset, etc. As a result, key stakeholders will have a complete picture of equipment performance and the ability to thoroughly analyze total cost of ownership (TCO).

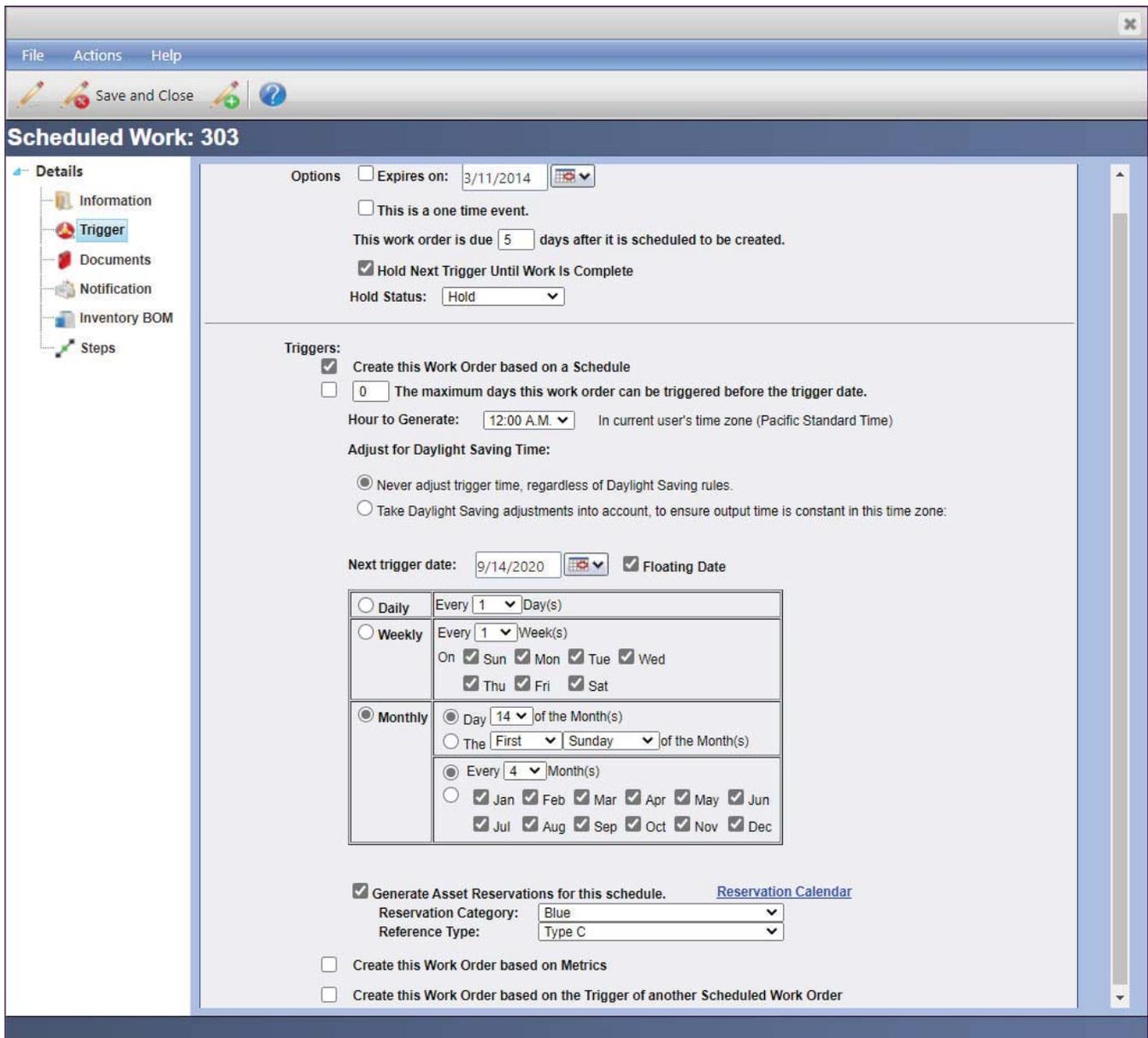


Figure 18 Scheduled Work Trigger Screen

**WORK ORDER MANAGEMENT**

TME® can generate repair and service request work orders. The TME Work Tracking module tracks all aspects related to work performed on assets, from installing new equipment to issuing response or preventive maintenance work orders. Tracking and managing work requests, labor, planning, and scheduling allows organizations to make the most of their resources while improving productivity. Current, pending, completed and overdue work orders are displayed graphically in the Work Tracking Calendar.

Work Orders such as mechanic, equipment repairs, maintenance requests, janitorial work, or any work required by Region 8 can be generated with associated costs tracked and tabulated. TME® provides the ability to create new work orders, automatically or manually route/assign them to personnel, and track their progress through completion.

TME® provides the ability to set up work order templates for different types of work, assets, processes, etc. Each template can also incorporate specific notifications to designated personnel regarding the status of the work order overall. It also can include steps that further define certain types of work, sets up distinct pieces of data collection (such as an inspection, measurements, etc.), includes documentation separate from the overall work order, and notifies different groups or individuals via email or text the status of the step within the work order. The steps themselves are basically work orders within a work order that can be set up as required or optional, and therefore ensure that technicians are not only aware of requirements but document the start and finish of those requirements by merely starting and completing a step with a simple click of a button.

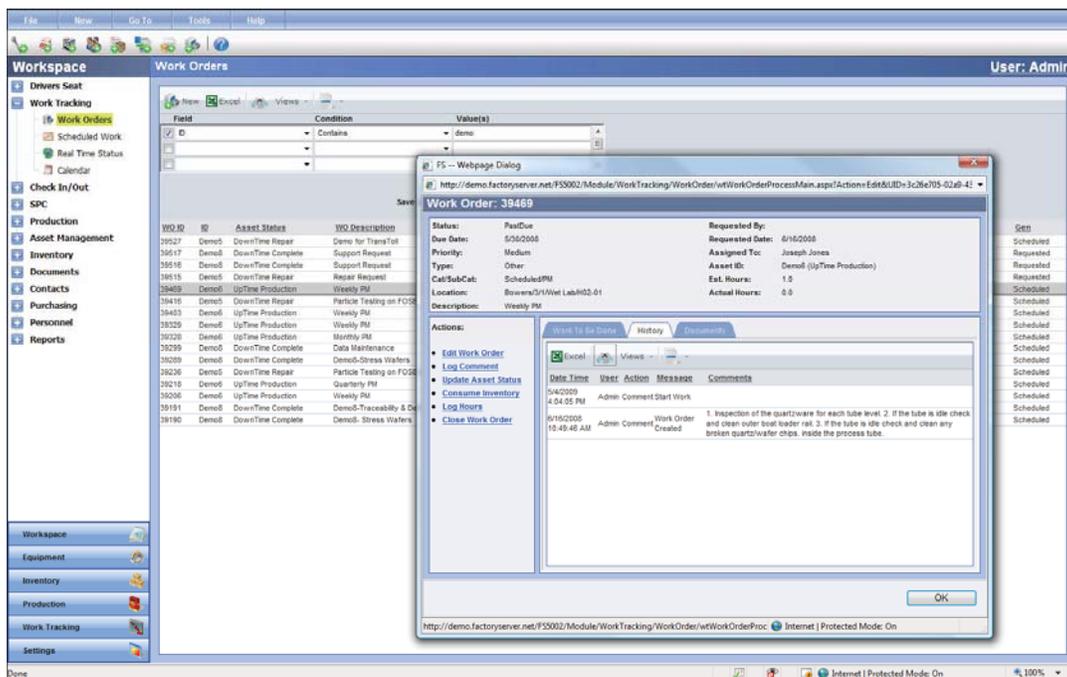


Figure 19 Work Order Screen

TME® logs all actions taken against a work order and/or step with the date/time stamp, user name, action taken, comments made, etc. Region 8 will have all information needed within easy reach for any audit or program review.

The Work Order Viewer provides a list of all pending and past due work orders and can be sorted or filtered by selecting criteria such as work order status and Asset ID. This is particularly useful to show past due work orders. Completed work orders can also be displayed using the search function.

On a macro scale, Work Order Reports can be run to display all pending, past due and completed work orders based on equipment, locations, and other criteria. On a micro scale, Work Order Reports will show the complete history of the repair, including work history of multiple technicians and a detailed log of each status change to report on time-to-respond, time-to-repair, and other key work order metrics. Labor and Inventory costs can be reported on at the work order level or rolled up to an Asset, group of Assets or even a location. Region 8 will have the capability to price the mechanic work orders at any level.

### **GENERATION OF SERVICE ORDERS**

Service Orders are easily created from within the Operations control on the Dashboard. Unscheduled (reactive) or service work may be requested by User who has been given access. Work Orders are generated by first identifying the desired asset and then describing the repair requested. All other data is automatically pulled from the database including the specific asset ID, location of the asset, the supplier, and other information such as requestor, time, priority, and work order category. Non-equipment related (support) work orders may also be requested—i.e., air conditioning or safety related items.

### **AUTOMATIC GENERATION OF WORK ORDERS BASED ON TESTING**

Assets that require periodic testing can have the data entered as an SPC collection whereby if any point is out of specification, a work order will trigger automatically. This provides a complete cycle of failure and corrective action documentation for regulatory review and audits.

### **REAL-TIME EQUIPMENT STATUS**

Equipment Status in TME® is defined according to the standard specification for equipment maintenance and includes three major and 14 minor status conditions. The status of equipment is kept current on the Real Time Asset Status and Asset Equipment Status in TME is defined according to the standard specification for equipment maintenance and includes three major and 14 minor status conditions. The status of equipment is kept current on the Real Time Asset Status and Asset Downtime screens which refresh every minute. Colors on the Real Time Status screen represent the current state of equipment to easily see if the equipment is in production, standby, down state or not in operation. The screen can be filtered to show specific assets and sorted by various groupings. By selecting an equipment of interest, the system links directly to a detailed summary of the equipment status.

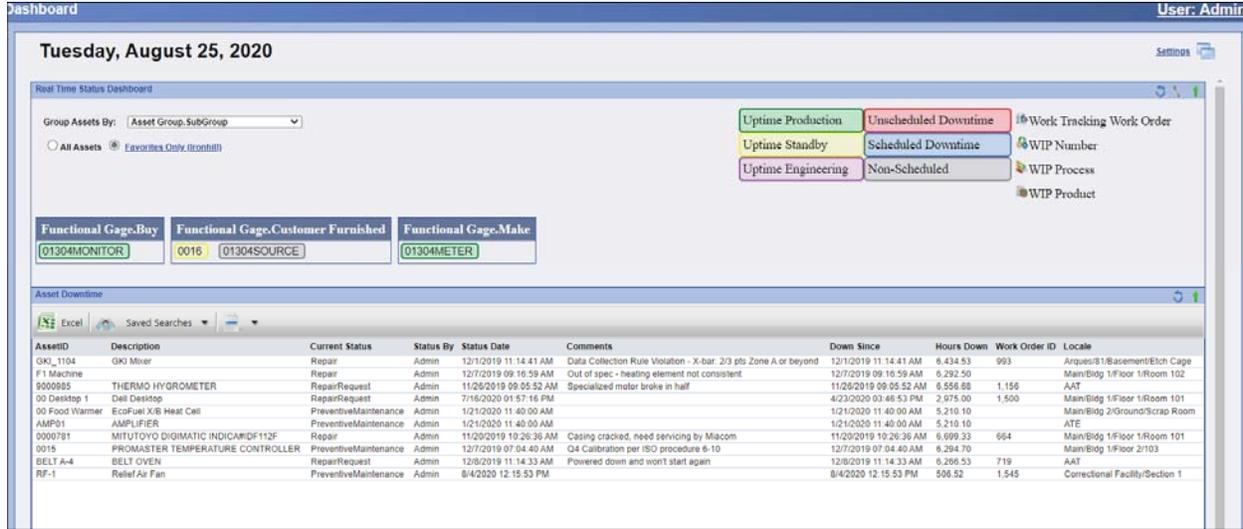


Figure 20 Real-Time Status Screen

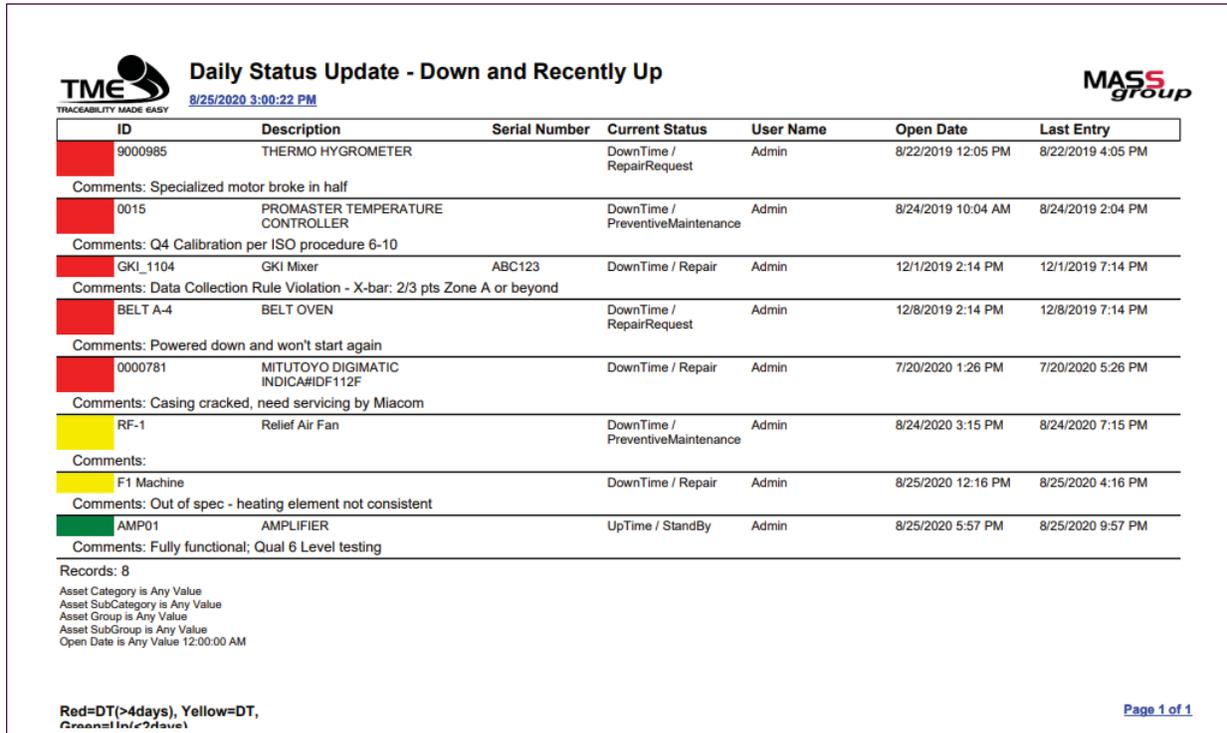


Figure 21 Daily Status Update Report

## 5. INVENTORY MANAGEMENT

TME® Inventory Management helps you to manage inventory receiving, consumption, supply levels, expiration and shelf life to achieve Just-In-Time Inventory. TME® sends alerts when inventory approaches critical levels to Region 8 or stockroom personnel, ensuring that you always have the right amount of stock on hand. By delivering up-to-the minute information on your inventory, TME® helps you to avoid costly errors such as increased pricing resulting from insufficient stock, or reduced cash flow or space due to stock surplus. By utilizing Batch Numbers (Containers), Region 8 will be able to report on traceability of the consumable items throughout the facility and its usage.

The following sections provide a glimpse into the look and feel of TME® along with a sampling of a basic workflow—from item identification to receiving to consume.

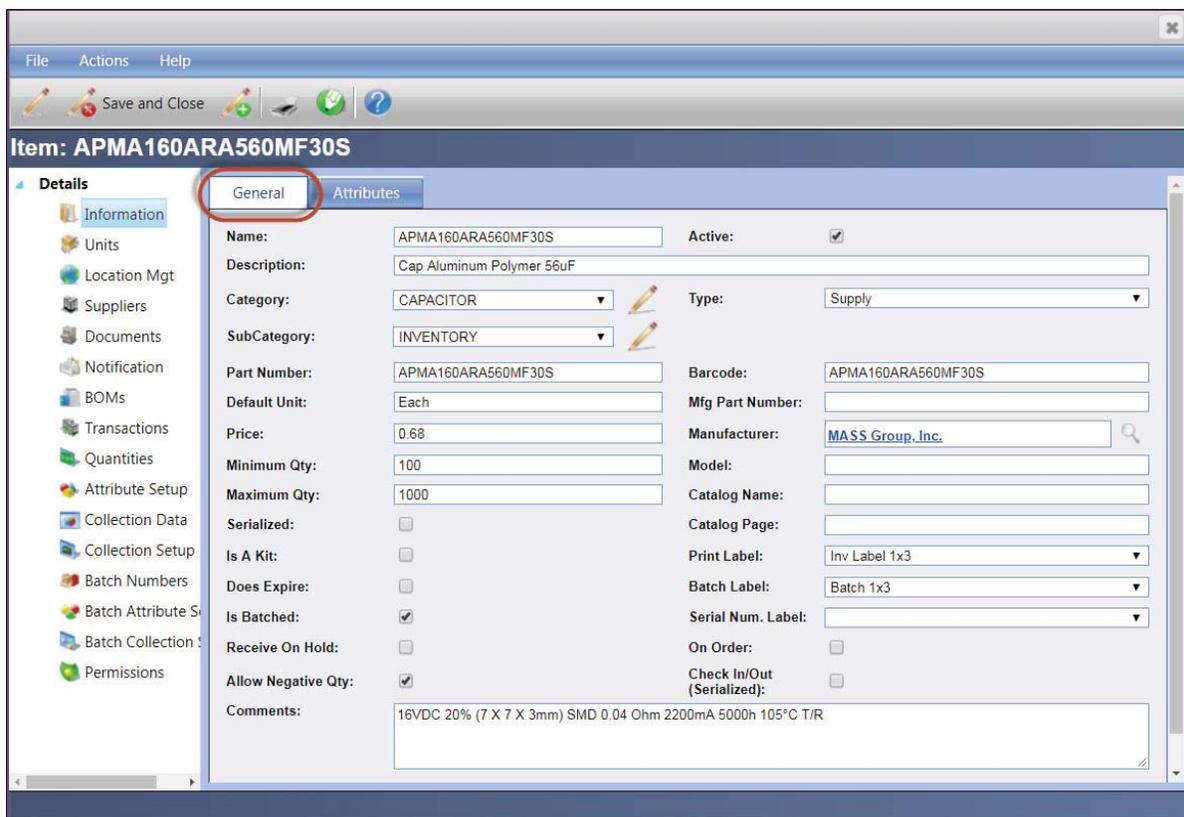


Figure 22 Item Detail Screen

**PURCHASE ORDERS (OPTIONAL)**

TME® Purchase Orders allows you to automatically create requisition and purchase order forms to order supplies, spare parts, and contractor services quickly and accurately. Personnel can digitally request new purchase orders, modify purchase quantities, and select approved suppliers. Purchase orders can be or emailed ensuring that you have the supplies or services you need on time. Printed orders can be formatted to include the Region 8 logo for purposes of submitting as an official order to the supplier.

	<b>Purchase Order ID: 16</b> 																																											
<hr/>																																												
<b>PO Number:</b> CH16 <b>Description:</b> Parts for fleet maintenance <b>Supplier:</b> LONGHILL <b>Supplier Address:</b> 111 Main Street, Redding, CA 96001, <b>Supplier Phone:</b> 818-888-8888 <b>Location:</b> Chatsworth <b>Date Required:</b> 11/18/2016 <b>Comments</b>	<b>Request Type:</b> Electronics  <b>Date Requested:</b> 10/4/2016 8:00:00 PM <b>Expiration Date:</b> 11/4/2016																																											
<hr/>																																												
<b>Ship To:</b> Gamal Balady <b>Address:</b> 21601 Devonshire St. <b>City:</b> Chatsworth <b>State &amp; Zip:</b> CA91311	<b>Bill To:</b> Brian Turner <b>Address:</b> <b>City:</b> Las Vegas <b>State &amp; Zip:</b> NV																																											
<hr/>																																												
<b>Carrier:</b> USPS <b>Insurance Req?:</b> No	<b>Method of Shipment:</b> Ground																																											
<hr/>																																												
<b>Requestor Name:</b> Gamal Balady <b>Requestor Email:</b> gironhill@massgroup.com <b>Requestor Phone:</b> 818-709-1255 <b>Requestor Dept:</b> Facilities	<b>Released By:</b> Admin																																											
<hr/>																																												
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;">Name</th> <th style="width: 30%;">Description</th> <th style="width: 15%;">Manufacturer</th> <th style="width: 10%;">Qty</th> <th style="width: 10%;">Unit</th> <th style="width: 10%;">Price</th> <th style="width: 10%;">Total</th> </tr> </thead> <tbody> <tr> <td>1210-A</td> <td>Epibond Epoxy</td> <td></td> <td>50</td> <td></td> <td>\$19.25</td> <td>\$962.50</td> </tr> <tr> <td>BM-CAPACITOR-003</td> <td>CAPACITOR; 6X658A, 370VAC, 60HZ</td> <td>GE</td> <td>50</td> <td>EACH</td> <td>\$2.35</td> <td>\$117.50</td> </tr> <tr> <td>BM-CARB-KIT-002</td> <td>CARBURATOR KIT; #/CHAINSAW</td> <td></td> <td>10</td> <td>KIT</td> <td>\$225.00</td> <td>\$2,250.00</td> </tr> <tr> <td>BM-ELE-FUSE-020</td> <td>FUSE; 600VAC, 10A</td> <td>ECON</td> <td>150</td> <td>EACH</td> <td>\$5.00</td> <td>\$750.00</td> </tr> <tr> <td colspan="6" style="text-align: right;"><b>Total:</b></td> <td><b>\$4,080.00</b></td> </tr> </tbody> </table>			Name	Description	Manufacturer	Qty	Unit	Price	Total	1210-A	Epibond Epoxy		50		\$19.25	\$962.50	BM-CAPACITOR-003	CAPACITOR; 6X658A, 370VAC, 60HZ	GE	50	EACH	\$2.35	\$117.50	BM-CARB-KIT-002	CARBURATOR KIT; #/CHAINSAW		10	KIT	\$225.00	\$2,250.00	BM-ELE-FUSE-020	FUSE; 600VAC, 10A	ECON	150	EACH	\$5.00	\$750.00	<b>Total:</b>						<b>\$4,080.00</b>
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BM-ELE-FUSE-020	FUSE; 600VAC, 10A	ECON	150	EACH	\$5.00	\$750.00																																						
<b>Total:</b>						<b>\$4,080.00</b>																																						

Figure 23 Sample Purchase Order

**RECEIVING INVENTORY**

By selecting the appropriate Purchase Order (PO), the supplier and inventory item information automatically populates the Receiving screen. The supplier and items can also be selected manually in the absence of a PO. Quantity, batch number and/or serial number information can be added on the spot. Once submitted, the quantity on hand for the items at the designated location(s) is automatically updated.

POs can be received fully within a single transaction or partially via multiple transactions. Region 8 will be able to track all items on order and follow up with suppliers accordingly.

There are an unlimited number of user defined fields on a receipt for the inclusion of name plate data such as inspection codes for quality control, shipment number, etc. Mandating the entering of attribute data will establish optimal receiving procedures that will prevent acceptance of shipments which are off-spec, incorrect, or improperly packaged, and reducing unnecessary waste generation and returns.

The screenshot shows a software window titled "Receipt" with three tabs: "General", "Attributes", and "Comments". The "General" tab is active and contains the following fields:

- Scan Barcode: [Empty text box]
- Supplier: MASS Group, Inc. [Search icon]
- Purchase Order: [Empty text box] [Search icon]
- External PO: Q-5695-P [Search icon]
- Receive Items Into Different Locales [Radio button]
- Receive All Items To This Locale [Radio button]
- Locale: Main/Bldg 1/Floor 1/Room 102 [Globe icon]

Below the form is a toolbar with "New" and "Details" buttons. A table displays the following data:

#	Item	Desc	Part#	Qty Ordered	Qty Prev Rec	Trans Qty
1	APMA160ARA560MF30S	Cap Aluminum Polymer 56uF	APMA160ARA560MF30S	0	0	1500
2	000001N8481	Substrate		0	0	950

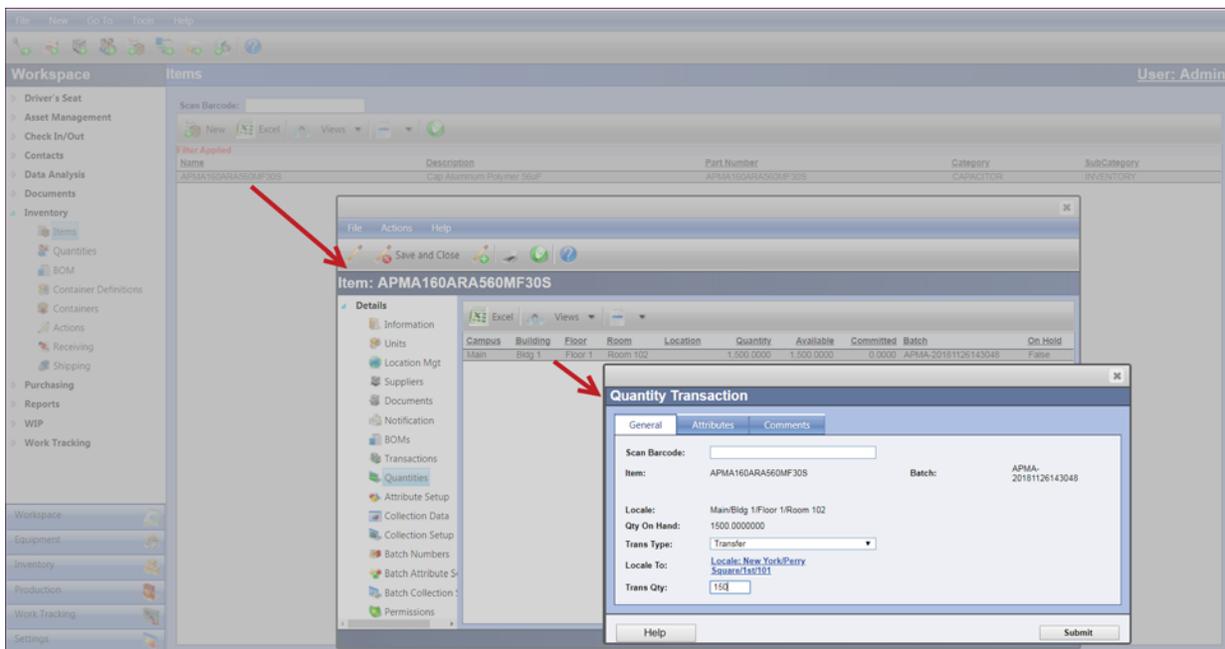
At the bottom of the window are "Help" and "Submit" buttons.

Figure 24 Inventory Receipt

**WAREHOUSE AND ON-HAND PARTS**

TME® helps you to manage inventory consumption, supply levels, expiration and shelf life to achieve Just-In-Time Inventory. TME® sends alerts when inventory approaches critical levels to Region 8 or stockroom personnel, ensuring that you always have the right amount of stock on hand. By delivering up-to-the minute information on your inventory, TME® helps you to avoid costly errors such as increased pricing resulting from insufficient stock, or reduced cash flow or space due to stock surplus.

Region 8 personnel will have real time maintenance and management of all inventories including spare parts, tires, filters, lubricants, bearings, seals, and consumables supplies at multi storeroom locations. TME® Inventory can record transactions taken against inventory items, such as Consume, Scrap, Transfer, Put, Take and Return. Quantities of inventory items can also be grouped and tracked by lot numbers. The System also allows you to associate inventory to a specific user, vehicle, building, storeroom etc.



**Figure 25 Transfer Transaction Directly for Item Quantity Screen**

**Quantity Transaction**

General | **Attributes** | Comments

Specimen Test #:

Expiration Date Verified:

Help Submit

Figure 26 User Defined Fields for Consume Transaction - Verification of Expiration Date Required

File Actions Help

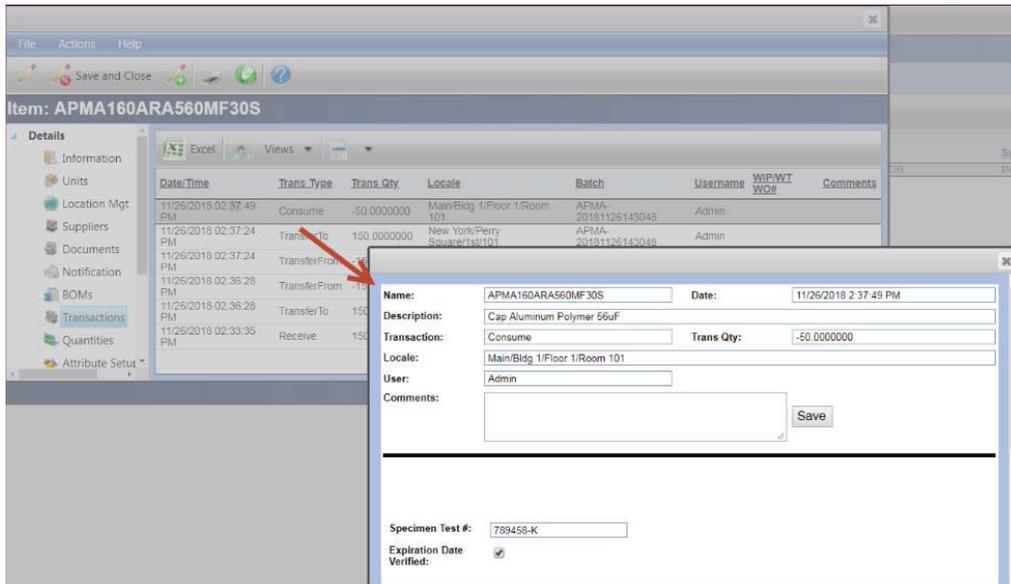
Save and Close

Item: **APMA160ARA560MF30S**

Details

Date/Time	Trans. Type	Trans. Qty	Locale	Batch	Username	WIP/PWT WO#	Comments
11/26/2018 02:37:49 PM	Consume	-50.0000000	Main/Bldg 1/Floor 1/Room 101	APMA-20181126143048	Admin		
11/26/2018 02:37:24 PM	TransferTo	150.0000000	New York/Perry Square/1st/101	APMA-20181126143048	Admin		
11/26/2018 02:37:24 PM	TransferFrom	-150.0000000	Main/Bldg 1/Floor 1/Room 102	APMA-20181126143048	Admin		
11/26/2018 02:36:28 PM	TransferFrom	-150.0000000	Main/Bldg 1/Floor 1/Room 102	APMA-20181126143048	Admin		
11/26/2018 02:36:28 PM	TransferTo	150.0000000	Main/Bldg 1/Floor 1/Room 101	APMA-20181126143048	Admin		
11/26/2018 02:33:35 PM	Receive	1500.0000000	Main/Bldg 1/Floor 1/Room 102	APMA-20181126143048	Admin		

Figure 27 Transaction Log - Full History with Username and Date/Time Stamp



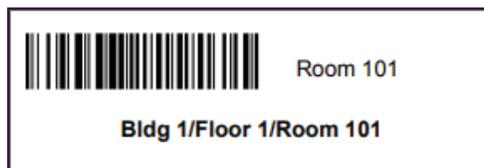
**Figure 28 Consume Transaction Detail Screen**

TME® integrates the latest in barcode technology, making data collection fast, easy, and accurate. Tags for items can be printed to include the name, expiration date, barcode, serial number, and any other needed fields such as batch/container number directly from TME®. The labels can be configured for multiple sizes and designs per Region 8’s needs.



**Figure 29 Example of Standard Batch Label**

By tagging your batch numbers, locations, and ownership with barcodes, you can effectively track your inventory down through multi-tiered locations. That is, you can pinpoint the country, warehouse, building, floor, room, shelf and/or row in which the quantity of inventory resides. TME® captures a complete history of inventory location and movement, such as transfers, consumes and disposals.



**Figure 30 Example of Locale Label with Barcode**

There are many fields which can store the component and supply material types including Category/SubCategory. Additionally, there are an unlimited number of user defined fields available to provide as attributes to the Items, Batch/Container Numbers, receipts, transactions, etc.

Inventory Item	Inventory Description	Quantity	Unit	Total Cost
20um 10"	20um 10" Water Filter	10.00	EA	\$0.00
50um 10" Serialized	50um 10" Water Filter	9.00	EA	\$0.00
50um 20"	50um 20" Water Filter	2.00	EA	\$0.00
51625A HP DJ500C	Color DJ500C HP 51625A	24.00	ea	\$360.00
5um 10"	5um 10" Water Filter	-1.00	EA	\$0.00
78 HP Color Ink Cartridge	TRI Color Cartridge	19.00	EA	\$1,197.00
a test	a test	88.00	each	\$0.00
AMHS 8-BIT SENSOR	8-BIT SENSOR	13.00	EA	\$66.00
AMHS AC SERVO MOTOR A	AC SERVO MOTOR	1.00	EA	\$5.00
AMHS AC SERVO MOTOR B	AC SERVO MOTOR	11.00	EA	\$55.00
AMHS AC SERVO MOTOR C	AC SERVO MOTOR	11.00	EA	\$55.00
AMHS AC SERVO MOTOR D	AC SERVO MOTOR	1.00	EA	\$5.00
AMHS AC SERVO MOTOR E	AC SERVO MOTOR	-1.00	EA	(\$5.00)
AMHS BALL SCREW	BALL SCREW	30.00	EA	\$150.00
AMHS Barcode Reader	Barcode Reader	19.00	EA	\$95.00
AMHS BATTERY A	BATTERY	3.00	EA	\$15.00
AMHS BCR Board SR3G1038500	BCR Board	2.00	EA	\$503.80
AMHS BEARING UNIT Z068331260	BEARING UNIT	2.00	EA	\$24.32
AMHS BEARING UNITS x 2 Z066139160	BEARING UNITS x 2	8.00	EA	\$21.60
AMHS BEARING Z011050500	BEARING	8.00	EA	\$29.60
AMHS BEARING Z063084550	BEARING	4.00	EA	\$44.68
AMHS BEARING Z0636240A0	BEARING	8.00	EA	\$44.72
AMHS BEARING Z066662200	BEARING	1.00	EA	\$9.86
AMHS BEARING Z111009800	BEARING	-1.00	EA	(\$5.59)
AMHS BELT Z069274310	BELT	4.00	EA	\$12.00
AMHS BELT Z070486740	BELT	2.00	EA	\$25.20
AMHS BELT Z070486820	BELT	2.00	EA	\$32.00
AMHS BELT Z070498240	BELT	1.00	EA	\$8.76
AMHS BELT Z070498320	BELT	2.00	EA	\$21.02
AMHS BELT Z070955160	BELT	2.00	EA	\$56.52
				<b>\$2,825.49</b>

Figure 31 Inventory On Hand Report

TME® sends alerts when inventory approaches critical levels, ensuring that you always have the right amount of parts, supplies, etc. on hand. By delivering up-to-the minute information, Region 8’s personnel will have real time maintenance and management of all inventories including spare parts, tires, filters, lubricants, bearings, seals, and consumables supplies at multi warehouse locations.

### Min-Max Order Report by Location

TME®'s Reorder by Location report shows any item that is below its minimum point and how much to order to reach that point for the location. The report also shows the maximum quantity to order to not go over the maximum allowed for a location (this allows for maximum utilization of storage space as well as efficient ordering – having too much stock on hand can be just as bad as running out). Re-order points can be set within TME® for each item overall for the organization or by location. Personnel can receive automatic email alerts to notify them if inventory is low.

TME TRACEABILITY MADE EASY		Reorder by Location		1/7/2010 6:41:36 PM		MASS group		
Inventory Item	Description	Location	Current Quantity	Reorder Point	Qty Max	Min Qty to Order	Units	Max Qty To Order
20um 10"	20um 10" Water Filter	Kleid/Nolan/1st/101/Section A	10	20	50	10	EA	40
50um 10" Serialized	50um 10" Water Filter	Kleid/Nolan/1st/101/Section A	9	15	30	6	EA	21
50um 20"	50um 20" Water Filter	Andrews/Hughes/1/Etch Lab/Bay 13	3	7	25	4	EA	22
AMHS 8-BIT SENSOR	8-BIT SENSOR	Kleid/Nolan/1st/101/Section A	3	8	21	5	EA	18
AMHS BATTERY A	BATTERY	Andrews/Johnson/2/Parts Room/Parts Cage	8	9	11	1	EA	3
AMHS BATTERY A	BATTERY	Andrews/Johnson/2/Parts Room/Parts Cage	3	4	6	1	EA	3
Metrology Distilled Water	Distilled water	Bowers/3/1/Ball Room/Zone A	2	16	40	14	EA	38
Metrology Photo Sensor	Genmark Photo Sensor	Bowers/2/2/Metrology Storage/Cage 1 / Shelf C / Bin A1	1	2	5	1	EA	4
Wet Lab - 49% HF	Acid	Andrews/Johnson/3/Wet Lab/Wet Lab	-1,024	60	60	1,084	Gallon	1,084

Full Location Name is Any Value  
 Inventory Item is One Of 20um 10|50um 10 Serialized|50um 20|AMHS 8-BIT SENSOR|AMHS BATTERY A|Metrology Distilled Water|Metrology Photo Sensor|Wet Lab - 49% HF

Figure 32 Inventory Reorder by Location Report

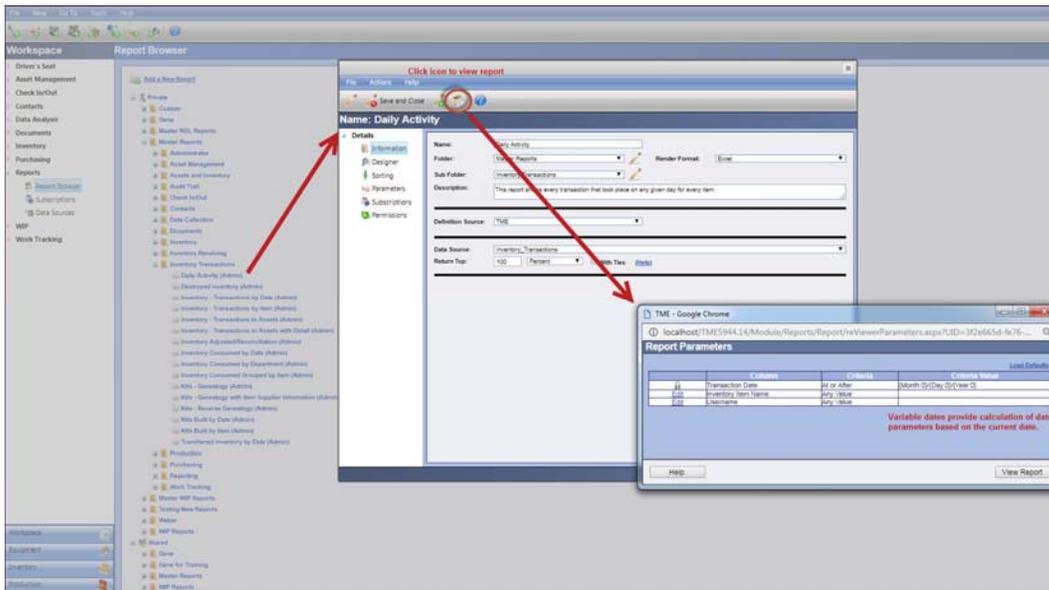
### NOTIFICATIONS

Automatic notifications are inherent in TME® throughout the system regarding various transactions and statuses. Specifically, for the above requirements, MASS Group will configure reports and scheduled work to provide full detail to generate on a predefined schedule and be sent out to designated personnel. Reports can be generated not only at on a set schedule with specific parameters but designated to out at different hours of the day. This will provide locations across the US the ability to have their data generated at their preferred time schedule.

**REPORTS**

The TME® Report module can be accessed from any Web browser by an unlimited number of registered contacts without user licenses. TME® provides over 150 standard report templates including, but not limited to Inventory Tracking, Trending, and Performance Reports. TME® provides predefined reports on all data collected within TME®. Users can select from a list of available report templates and enter report criteria before generating a report.

Authorized users can make copies, modify, rename, and save reports within TME®. These reports can be opened in formats other than .html and saved to any location for which the user has access. Reports can be created in multiple formats including .HTML, .XLS, .PDF, .CSV and .DOC. Additionally, TME® Report provides extensive report customization capability without the need for programming knowledge or skills. Reports can be generated and emailed at periodic intervals to keep operations managers and administrators informed. In addition to standard TME® reports, the System can also generate customized reports based on user-defined parameters such as storage room location versus system wide, category of items, etc.



**Figure 33 Report Detail Screen / User Report Parameters Screen**

TME® Reports offers powerful reporting capabilities, giving you the ability to create reports on any type of recorded data, including data from other external SQL Server databases. In addition to Standard Reports, MASS Group can create any type of Custom Report (including data in SQL but outside of TME®).

Region 8 will be able to report on any Assets that have upcoming inspections or require 5-year maintenance (PMs), failed hydrostatic or any other testing, etc. Reports can be color coded to flag areas of concern based on data entry or aging (i.e., past due work orders). They can be localized by site or generated for the entire organization. TME Administrators will have control over what Users can see by sharing only those reports necessary with parameters such as Site or Asset Category locked down.

## REPORT SUBSCRIPTIONS

TME® contains a feature called Report Subscriptions. Any report can be set up and then subscribed to be sent out via email on a pre-defined time interval such as daily, weekly, monthly, bi-monthly, quarterly, yearly etc. These subscriptions are individually set up for recipients, whether a TME® user, email group or an email address entered specifically for the subscription.

## CERTIFICATIONS

TME® will track certifications for any type of training as defined by Region 8. This includes setting up schedules for recertification based on the training, having different due dates for individuals, email notifications set on Region 8 schedule to Users and Managers, etc. Copies of the certificates and waivers can be uploaded to the membership records and/or stored in the TME® Document Manager. Reporting will provide all the data as needed and can be scheduled for delivery on a scheduled basis to the inbox of designated personnel.

DASHBOARDS

Various dashboards can be put together on one screen in any arrangement that the user wishes. This size and position can be set for each dashboard module with up to 3 columns supported. You can build as many dashboard conglomerates as are needed by the various people in the company. One, some or all dashboard modules can be put on a conglomerate.

The screenshot shows a software interface for asset management. At the top, it displays the date 'Friday, December 22, 2017'. Below this, there are several summary cards for asset status, including 'Uptime Standby', 'Scheduled Downtime', and 'WIP Number'. A central section shows a grid of asset icons with labels like '00 Cart', '00 Gene 2', and '01304METER'. Below the grid is a table titled 'Asset Downtime' with columns for AssetID, Description, Current Status, Status By, Status Date, Comments, Down Since, Hours Down, and Work Order ID. The table lists various assets such as '00 Test', '0000781', '0006454', and '0006454-019', along with their respective descriptions and downtime details.

This figure consists of four separate dashboard screenshots. 
 1. 'Product Trends': A table showing sales data for various products over different time periods (Last 24 Hours, Last 3 Months, Last 1 Year, Last 3 Months Performance, Last 24 Hours Performance, Last 3 Months Performance).
 2. 'Water Counts by Category': A table with columns for Product, Starts, Errors, Events, Stch, Evaluation, Meterbase, and Total.
 3. 'Real Time Status Dashboard': A dashboard showing asset group subgroups and asset listing status with color-coded indicators.
 4. 'SPC Violations': A table listing violations with columns for Group, Caption, User, Date, Aok?, OCAP, LIL, Target, Wht, and U/L.
 The bottom part of the collage shows another 'Asset Downtime' table with columns for AssetID, Description, Current Status, Status By, Status Date, Comments, Down Since, Hours Down, and Work Order ID.

Figure 34 Examples of Dashboards

**6. APPENDICES**

**APPENDIX A: CERTIFICATION BY CORPORATE OFFERER**

**CERTIFICATION BY CORPORATE OFFERER**

**COMPLETE ONLY IF OFFERER IS A CORPORATION,**  
**THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF**  
**PROPOSAL FORM/PROPOSAL FORM.**

**OFFERER:** Manufacturing Automation & Software Systems, Inc. dba. MASS Group, Inc.  
(Name of Corporation)

Gamal Balady certify that I am the Secretary of the Corporation  
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

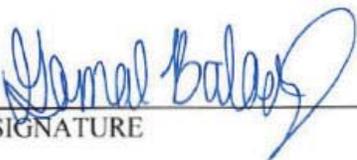
Kaitlin Alvarez  
(Name of person who completed proposal document)

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

Operations Manager  
(Title/Position of person signing proposal/offer document within the corporation)

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

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

  
SIGNATURE

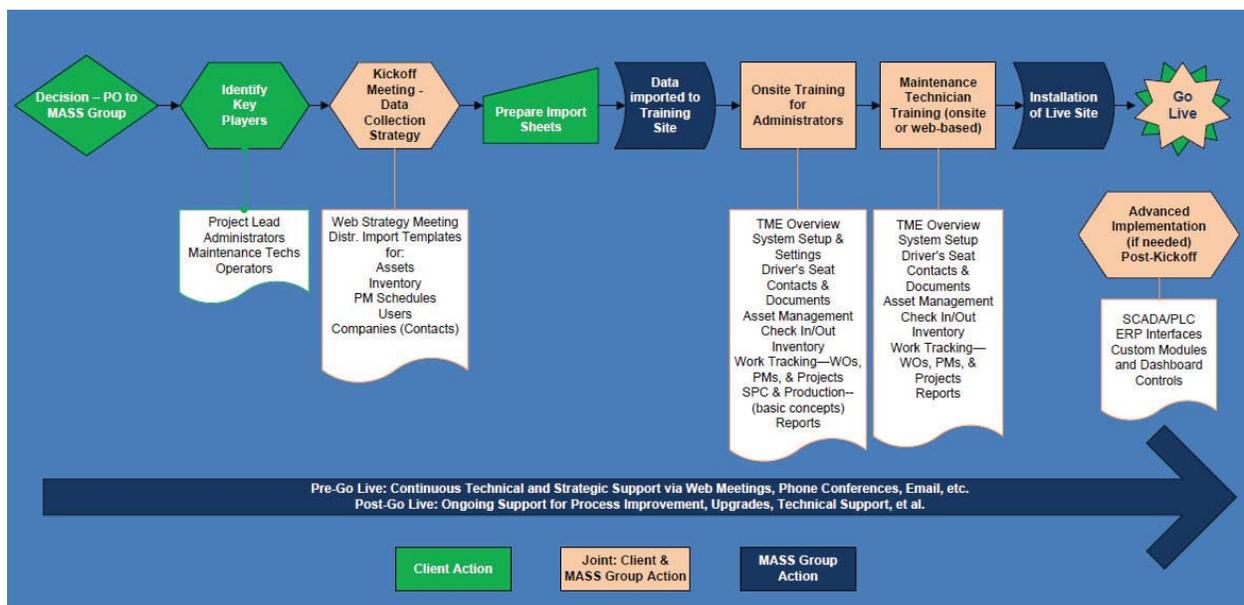
02/14/2022  
DATE

**APPENDIX B: IMPLEMENTATION AND DATA CONVERSION**

Typically, TME® can be deployed in less than 50% of the time of comparable systems due to built-in configuration tools within the System. This eliminates the need for any scripting and/or need to do any customized programming. In turn, this allow for Region 8’s System to be more easily supported and maintained and reduce the overall cost of ownership to Region 8 over its lifetime.

When rolling out a new system, MASS Group utilizes detailed processes to define the requirements and potential challenges of a project. Our Team has proven experience in leading successful projects, and is well-equipped to manage complex resources, timelines, and process requirements. Well defined and documented processes will be used for the deployment of Region 8’s System. The tools have been proven to be highly successful in hundreds of prior implementations with Customers that had similar needs. Based on the scope laid out in this RFP and information provided to date, MASS Group doesn’t foresee the need to create any unique processes for the successful deployment of Region 8’s System.

For Region 8, MASS Group will adhere to a defined and measurable methodology for all parts of the System rollout. We will be using a well-defined and documented phased approach that will ensure clarity in purpose, and successful execution in completing the required tasks needed to ensure success.



**Figure 35 Approach to Implementation**

**Outline of Expected Responsibilities**

Key stakeholders for Region 8 for which resources will be needed include the following:

- **Role of Region 8 TME® Administrator(s):** decision maker on how system overall will be configured and setup; point of contact for MASS Group; coordinator amongst personnel for meetings and trainings. Hours expected: 1-3 hrs./week during implementation.
- **Physical Asset Inventory Contractor (Asset Services or Other):** personnel who will gather data for initial import as contracted by Region 8. Will work with MASS Group to provide the data via an Excel template or alternate agreed upon format.

The bulk of the implementation will reside with MASS Group personnel who will work with Region 8 and the Physical Asset Inventory Contractor on the data import, install the software, etc. Timing is highly contingent on the completion of the asset inventory and compilation of data.

The ultimate outcome is to have a successful and smooth implementation in as quick a turn-around time as possible. MASS Group is there every step of the way—working with stakeholders to ensure that data is scrubbed and ready for import into TME®, address specific processes, assist with setting up standard operating procedures (SOPs) and advise on best practices. Once TME® is live and the authority of record, MASS Group continues to provide user-friendly assistance to troubleshoot issues, provide on-the-spot item specific training, work with IT (if hosted by client) when server/database upgrades are scheduled, as well as assist Users with ideas on configuration options and usage. MASS Group’s goal is to ensure that our clients are completely knowledgeable in how to administer and operate TME® to its fullest potential.

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## Data Conversion Plan

TME® software implementation can be completed within 45-60 days of award depending on the readiness of Region 8 and the availability of the data as compiled by the Physical Asset Inventory Contractor. Should the data harvesting and collection effort take longer, the time frame will be extended. With the use of Excel spreadsheet templates, standardized import tools, no scripting, immersive onsite training and highly experienced personnel, MASS Group will have Region 8 utilizing the System and extracting much needed data to improve its day-to-day operations.

Steps for data import:

- A. MASS Group trains and provides best practices to Region 8 and Physical Asset Inventory Contractor on setting up the data on Excel template spreadsheets
- B. Physical Asset Inventory Contractor scrubs available data, pastes it onto the templates
- C. MASS Group reviews the data and checks for standard items (i.e., duplicate category names due to misspelling, locale strings (Campus, Building, Floor, Room, and Location) not entered from left to right, letters entered into a date or number field, etc.)
- D. MASS Group imports the data into the TME® Test site set up specifically for Region 8 to review and use during training; MASS Group checks the data validity with specific spot checks throughout the system
- E. End User training takes place which provides an opportunity for Region 8 to see the data in use within the System
- F. Physical Asset Inventory Contractor / MASS Group revises the data, if necessary, based on discoveries made during training
- G. MASS Group reviews and imports into the live TME® site

## APPENDIX C: SOFTWARE IMPLEMENTATION

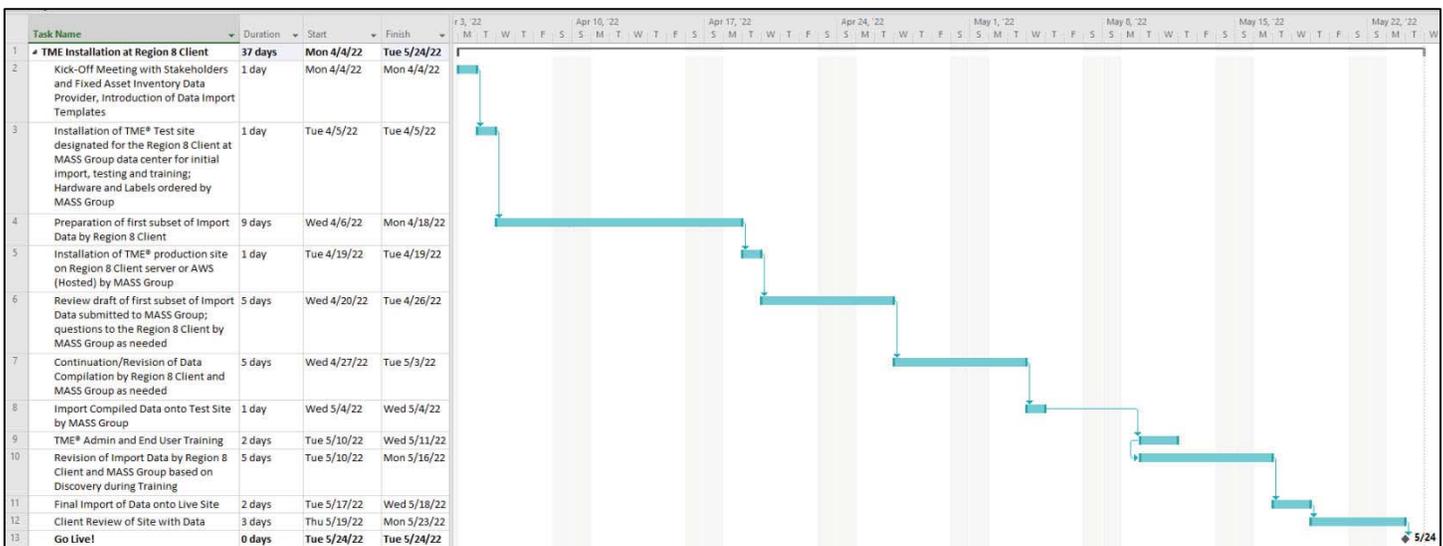
TME® software implementation can be completed within 45 (or even less) - 60 days of award depending on the time it takes collect, scrub and compile the asset and PM data as well as the availability of Region 8 personnel to put the data together and attend training. Should the data harvesting and collection effort take longer, the time frame will be extended. With the use of Excel spreadsheet templates, standardized import tools, no scripting, immersive onsite training and highly experienced personnel, MASS Group will have Region 8 utilizing the System and extracting much needed data to improve its day-to-day operations.

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The bulk of the implementation will reside with MASS Group personnel who will work with Region 8 personnel on the data import, install the software, etc. Timing is highly contingent on Region 8 and the ability to assist with the harvest and collection of the data.

**Sample timeline:**



Notes: Schedule based on award made March 18, 2022. Estimated days are workforce days and may overlap on the calendar; implementation can be drastically shortened or lengthened per schedule negotiated between the Region 8 client and MASS Group. Estimated labor days excludes weekends.

## APPENDIX D: TME® SYSTEM TRAINING

MASS Group, Inc. will conduct end-user technical training and provide knowledge transfer to Region 8’s key personnel. MASS Group’s certified trainers will perform standard training on all software components, hardware devices, system administration, and hard and soft copies of training materials. MASS Group offers cost-effective methods of training such as web-based training and train-the-trainer approaches. Training will be done on a demo system using Region 8’s data (if provided in advance). Exercises will be performed and reviewed throughout the training.

Over the course of two days, System Administrators and Primary Users will be trained thoroughly on TME® application software administration, software configuration, performance optimization, and application programming interfaces/scripts, reports, etc. In addition to the formal training, we will provide continuance web based live training on demand to ensure that personnel are using the System in the most efficient way. Additionally, MASS Group can provide on-site training and assistance regarding tag placement, handheld barcode reader usage and basic operations and maintenance of the TME® software application.

### Sample Training Agenda – Administrator

#### Day 1-Morning

- TME® Overview
- System Set Up and Settings
- Driver’s Seat – Messages and Dashboard: Operations, Asset Scheduling, Time Clock
- Contacts and Documents

#### Day 1-Afternoon

- Asset Management
- Check In/Out
- Inventory

#### Day 2-Morning

- Purchasing— Requisitions and Purchase Orders
- Work Tracking – Work Orders, Scheduled Work, and Projects

#### Day 2-Afternoon

- Reports (creating, editing and viewing)—bring in additional participants who need to be able to create reports, but are attending the training on Day 3 for non-Administrators

Upon completion, Administrators will have the knowledge and skills to set up the system as necessary to comply with corporate processes as well as the ability to complete tasks and functions of the maintenance technicians and operators. Though as with all learning curves, continued use and practice over time will provide fluency and the ability to streamline.

### Course Objectives for Administrators

After completing this course, they will be able to:

- Have Insight on how TME® works and how it will help you do your job more successfully:
  - Explain the benefits of TME®
  - Understand the purpose and function of each Module
- Have knowledge of how to best set up and manage the System based on your corporate policies and reporting needs:

- Set up Users / Access Groups / Email Groups and Permissions in the system
- Enter the prerequisites to adding Assets
- Set up and manage Inventory Items used to complete Work Orders
- How to use the Projects Sub-Modules for work outside the scope of Maintenance
- Manage the Requisition and Purchase Orders process
- Collect single-instance and multi-instance data on objects throughout TME®:
  - Set up variables into Groups that in turn are associated as Attributes to objects or grouped into Data Collections that are then associated to objects
  - Collect and report on the data
- Create, process and complete Work Orders using the Operations Control and Maintenance Module:
  - Set up Processes and Operations templates tailored to the Assets and work environment
  - Log change/s within the Major and Minor Status of an Asset
  - Create a Non-Equipment Related Maintenance Request (NERMR)
  - Send an Equipment Related Maintenance Request
  - Set up Scheduled Work Orders
  - Use the Real-Time Status and Asset Downtime tools
  - Close a Work Order—consume inventory, log hours and enter comments
  - Reserve an Asset for repair/maintenance through the Reservation Calendar
- Communicate quickly and automatically to the appropriate stakeholders and provide extensive information using Messages, Documents and Contacts Modules as well the Runtime Engine:
  - View / Send / Delete messages through Driver’s Seat
  - Manage Contacts—individuals and companies
  - Maintain an online filing system for documentation, invoices, safety instructions, maintenance procedures, etc.
  - Monitor how the Runtime Engine automatically generates emails on Work Orders and Asset Performance/SEMI E-10 Reports
- Understand how accurate Equipment Utilization reporting along with proactive Maintenance Management provides you with the ability to analyze and positively affect Overall Equipment Effectiveness (OEE):
  - Set up Assets with detailed Categories / SubCategories with Modules, Failures and Corrective Actions
  - Set up and collect data for statistical analysis and OEE calculations
  - Be consistent and accurate when updating Equipment Status and handling/completing Work Orders
  - Build / Edit / Send Reports to enable oversight of Assets, Personnel, and time frames

### Customizations and Enhancements

Much of the customization and configuration will be handled during the implementation training as it is available through the web applications—drop-down list configuration, user defined fields, label changes, saved searches, etc. Any items not covered will be discussed during web meetings as needed.

New features and enhancements are described in release notes with every version release of TME®. MASS Group will set up web meetings for those items that require a large amount of knowledge dispersal and release notes are not enough.

## Documentation

MASS Group provides comprehensive on line and print, customer operator manuals and laminated instructions to simplify end-user operations. We will provide Standard Operating Procedures (SOP) for any system functionality. Soft copies of the Administrator manual and User manual to be printed in-house are included with the training, at no additional cost.

There are a variety of references and material available for TME®:

- User Training Manuals available for download
- Job Aids for specific workflows and features
- Online Help Articles and links to chapters of User Training Manual
- Import Data Sheets with notes and instructions included
- Software Implementation Notes
- Integration Specifications and Documentation
- Release Notes with every Upgrade

## Online Training for Users

Online training is provided in the form of web meetings that are scheduled for an hour at a time one to two times a week (as needed) for the first two to three months following Go Live. After that timeframe, Region 8 can schedule spot trainings with MASS Group for thirty minutes as needed as part of the annual tech support. Should Region 8 desire intensive online training, MASS Group will provide a quote for a series of trainings that Region 8 can schedule throughout the course of a year.

## NEXT STEPS

Contact Gene Ironhill of MASS Group, Inc., to request additional information or a demonstration of the software at 818-709-1255 or [govbids@massgroup.com](mailto:govbids@massgroup.com). Thank you for the opportunity to earn your business and assist with your Equipment Maintenance Management needs!