

# COMPETITIVE PROCUREMENT SOLICITATION DOCUMENT



## THE INTERLOCAL PURCHASING SYSTEM (TIPS)

A Cooperative Purchasing Program available for membership by Governmental and other eligible entities in all fifty states.



## TEXAS REGION 8 EDUCATION SERVICE CENTER (Region 8 ESC)

TIPS Lead Agency

### CONTACT INFORMATION:

TIPS/Region 8 ESC  
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Pittsburg, Texas 75686  
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### NOTICE TO PROPOSERS

### PROPOSAL DUE DATE:

**February 18, 2022 AT 3:00 P.M. LOCAL TIME**

ALL PROPOSALS TO BE RECEIVED ELECTRONICALLY, OR OTHERWISE, BY FOREGOING DATE & TIME.

### LOCATION OF SOLICITATION DOCUMENTS:

Solicitation documents are located at <http://tips.ionwave.net>. If you encounter a problem while accessing the solicitation, please contact TIPS at the contact information provided above for assistance.

### REQUEST FOR PROPOSAL:

This solicitation document is a Request for Proposal as permitted in Texas Education Code § 44.031 for the category:

**RFP 220102 Signage (2 Part with JOC) - PART 1 ONLY**

### PART 2 is the Job Order Contract Section of this combination solicitation

**NOTICE:** The type of solicitation document is identified directly above. The use of terms such as: "Solicitation", "Bid", "Request for Proposal", "RFP", "Request for Competitive Sealed Proposal", "RCSP", or other specific terms, may be inaccurate legal terminology and should be construed to mean the method of competitive procurement identified directly above with the legal citation.

**PIGGYBACKING NOTICE:**

THIS IDIQ SOLICITATION IS INTENDED FOR THE USE OF REGION 8 ESC, TIPS, TIPS MEMBER ENTITIES (MEMBERS), AND FUTURE MEMBERS TO PIGGYBACK UPON AND UTILIZE AS THEIR OWN SOLICITATION FOR LEGAL PROCUREMENT. SINCE MEMBER ENTITIES PIGGYBACKING ON AN AGREEMENT RESULTING FROM THIS SOLICITATION MAY DO SO AT THEIR OWN DISCRETION/TIMING, THE SCOPE REQUIREMENTS OF THE SOLICITATION MAY CHANGE DURING THE LIFE OF THE RESULTING IDIQ AGREEMENTS AND NO SPECIFIC PURCHASE VOLUME IS GUARANTEED BY TIPS.

**General Information**

**FINANCING OF TIPS**

**TIPS Vendor Paid Fee**

The total cost of the TIPS program, in most cases, is primarily funded through an administration fee paid to TIPS by the awarded contractors. The fee is based on actual vendor project sales. Vendor will pay the fee on the amount actually invoiced and paid on TIPS sales by TIPS members. Fees are not assessed to vendors for shipping cost, required bond cost, or any taxes that may be applicable.

TIPS establishes a fee for each solicitation for proposals that is in the best interest of TIPS and its members.

**The fee schedule for agreements awarded under solicitation is 2%.**

**Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three (3) 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 three-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 “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 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 three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 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, 2024 in this example.*

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

THIS CLAUSE CONTROLS OVER ANY OTHER TERM IN ANY OTHER PART OF THIS SOLICITATION. TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

### **VALUE OF THE CONTRACT**

The estimated value for the life of the of the contract for all awarded vendors combined is \$26,337.16. This estimate is not a guarantee of the minimum or maximum value of the contract because TIPS cannot accurately predict the future needs of our member entities, their budget allocations, or the ongoing needs as they relate to this solicitation.

### **Termination**

TIPS or the awarded vendor may terminate an award under this solicitation at will for cause or no cause or for convenience. TIPS must provide the vendor with 30 days prior written notice to the awarded vendor at the address provided in the response or as otherwise provided. The Awarded vendor shall provide TIPS with 90 days prior written notice of termination in order to protect the interests of the TIPS member that may be in negotiation or budget approval process.

### **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.

### **Vendor Questions**

Questions about the specific SOLICITATION shall be submitted to [bids@tips-usa.com](mailto:bids@tips-usa.com) with the following in the subject line: "220102 Signage (2 Part with JOC) – Proposing Vendor Question". Questions of a ministerial nature will be answered without an addendum, but questions of a substantive nature that are not addressed in the SOLICITATION or deemed relevant to the process by TIPS will be addressed by properly posted addendum.

**SUBSTANTIVE QUESTIONS WILL BE RECEIVED UNTIL February 4, 2022 AT NOON Local Time.**

### **Pre-Bid Meeting (Not Mandatory)**

**A Pre-Bid Meeting may be requested by any proposer, if you wish to request a Pre-Bid Meeting, please email [bids@tips-usa.com](mailto:bids@tips-usa.com) by Noon, January 20, 2022.**

If requested, a Pre-Bid meeting will be scheduled if agreed by TIPS, an addendum posted and a notification will be sent by the electronic bidding system to all known interested parties.

**\*If Requested, TIPS reserves the right to determine if a Pre-Bid Meeting is held.\***

ANTICIPATED SCHEDULE OF AWARD OR RELATED EVENT:

**These anticipated dates may change due to number of responses and staff workloads or extension of time for the due date.**

Posting Date	<b>JANUARY 6, 2022</b>	8:00 A.M. Local Time
Proposal Deadline	<b>FEBRUARY 18, 2022</b>	3:00 P.M. Local Time
Proposal Opening	<b>FEBRUARY 18, 2022</b>	3:00 P.M. Local Time
Proposal Review Begins	<b>FEBRUARY 18, 2022</b>	3:01 P.M. Local Time
Proposals Award	<b>MARCH 24, 2022</b>	8:30 A.M. Local Time
Award Notifications	<b>MARCH 24, 2022</b>	12:00 P.M. Local Time

**Negotiating deviations to terms and conditions is very time consuming, so Vendors with deviations are evaluated last, so TIPS does not delay awards to vendors that do not submit deviations.**

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**TIPS agreements are available for use by all schools, colleges, universities, cities, counties and other government entities in all fifty states if permitted by the jurisdictions of the governmental entities.**

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## **Pricing Models**

### **Pricing for Line Items or Catalog**

It is the intention of TIPS to establish an agreement to furnish and/or deliver all goods and services provided by awarded vendors to its members. Proposers are requested to submit a proposal for offering their complete and total line of available products and services to governmental entities, including school districts.

If a name brand is mentioned in the specifications, proposals on any reputable manufacturer’s regularly produced equipment of such items of a similar nature or similarly used and substantially equivalent will be considered.

The list or category of goods or services sought by this solicitation is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor’s “catalog” (defined below) now or during the life of the agreement that are considered included in this solicitation and subject to the minimum discount proposed. Pricing may also be exclusively line item pricing or, and recommended, in combination with a minimum catalog discount.

Example: During the life of the agreement, models change and new products come to market that are in the same category and are added to the vendor's "catalog" and are available for purchase by users of the agreement. If you fail to propose a minimum discount off your catalog, it may limit the ability to change pricing of catalog items and services during the life of the award.

**Definition of "catalog"**

"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.

**Adding New or Replacement Goods Items During the Life of the Agreement**

Is easiest proposing a Minimum Discount off (PREFERRED MODEL) catalog prices for goods or a markup on vendor's cost of a good item. See PART 1 Pricing sheet 1.

**Pay Careful Attention to This When Completing the Pricing spreadsheets.**

**Adding New or Replacement Services During the Life of the Agreement**

Is easiest proposing a Discount off (PREFERRED MODEL) catalog prices for Services because there is no manufacturer or supplier's price in which to apply a markup percentage. See PART 1 Pricing sheet 2.

**Pay Careful Attention to This When Completing the Pricing spreadsheet.**

**Explanation:**

**Markup on cost**

**Vendors may propose a markup on miscellaneous items that are not ordinarily in their catalog or for which no list or manufacturer's pricing is available.**

**It is NOT recommended proposers use the Markup pricing method EXCLUSIVELY because many members are not allowed to use a bid with a markup pricing method, specifically when using Federal Grant Funds. Using this pricing method may limit the effectiveness of your award.**

If you choose to use the markup pricing method:

When proposing a markup on cost model, the vendor shall be required to provide proof of actual cost to the vendor of the goods sold to verify pricing markup is properly and legally applied for the sale of the goods.

**NEW ITEMS:** TIPS will allow the addition of new goods items to be added to the agreement when they become available to the market through the vendor under the discount off published pricing

model or markup on cost model. You must stipulate a discount or markup on catalog price in the appropriate section of the pricing Excel sheet to be eligible for this option. You may stipulate discount off specific brands or lines of goods if you desire. Be thorough and concise. Any items added must be available to all customers, within legal or contractual limitations, if any. (Example: Apple products are not permitted to be sold to the education market without special agreement from Apple but may be sold to other government customers.)

**REPLACEMENT OF DISCONTINUED OR LIMITED AVAILABILITY ITEMS:** When proposing a Line Item pricing model - TIPS will allow replacement items to the original list item if it is no longer manufactured or is available in limited quantities. Limited availability must be documented by a letter from the manufacturer. Vendor may replace it with an item of like kind and quality and the price will remain the same as proposed, except if it is cheaper, vendor shall lower the price accordingly and if it is more expensive due to vendor's actual cost from the manufacturer, it will be priced and the same discount shall apply as the item it replaces. Vendor shall be required to prove the pricing if the cost is higher than the original core list price to customer.

**Note:** If you propose a minimum Discount off catalog, you avoid this process since you are adding an item to your catalog and list price and the proposed minimum discount off catalog would apply to the new item.

### **Shipping cost:**

Pricing presented for goods offered should not include shipping costs from dealer to Member customer. **IF** shipping is included in the price regardless of the situation, then you simply state no additional cost for shipping or delivery to any customer. Example if one item includes delivery but parts do not, then be sure to specify the variations in your pricing. Shipping method is determined by the vendor and the Member/Customer at the time of the quote/purchase by the Member/Customer and satisfactory shipping methods and costs are agreed at that time. Shipping should be passed through at actual cost to the TIPS Member.

## **SPECIFICATIONS and PRICING FORMAT (EXCEL SPREADSHEET)**

Proposals on any reputable manufacturers regularly produced goods falling within the general categories solicited herein will be considered for award. If a name brand is mentioned, it is only to illustrate type and quality and is not intended to restrict competition. Any list included herein is inclusive and not exclusive. There may be other similarly used items that are sold by the responding vendors that may be included as part of the proposing vendor's "catalog" (Defined above) now or during the life of the contract that are considered included in this RFP. Example: During the life of the contract, models change and new products come to market that are in the same category and are added to the vendor's "catalog"

and are available for purchase by users of the contract provided the catalog discount or cost markup proposed is honored by the awarded vendor.

TIPS leaves it to the proposer to determine what goods or services that perform or serve this function and the proposer may list or include anything applicable.

**This solicitation is seeking providers for:**

## Signage

### *Specifications and Pricing*

It is the intention of Region 8 ESC to contract with reliable, high performance vendors to supply signage to public agencies and certain non-profit organizations in the United States. Part 1 of this solicitation is seeking only signage, and related non-construction services. Part 1 signage shall include, but not be limited to: signage and related services that are not considered a public work/construction.

Bidder should submit all applicable products for all types of Signage, including, but not limited to: building signs, interior signs, exterior signs, grounds signs, roadway signs, parking lot/garage signs, graphics, displays, directories, vehicle/transportation signs, equipment signs, dimensional signs, overhead signs, safety signs, healthcare signs, government signs, etc.

If a price list or catalog is submitted or available as defined herein, then a percentage off catalog is acceptable. If line item pricing is proposed, proposals should include any and all listings of product names, sizes, packaging, quantity, pricing, description of services and any other related information.

Proposals should include all listings of signage and related non-construction services, description of services, and any other related services. **DO NOT INCLUDE ITEMS THAT ARE NOT CONSIDERED** signage and related non-construction services. Hourly or other unit pricing for services providing installation, repair, or maintenance may be submitted. Accessories to support signage and related non-construction services should be submitted.

Offerors may provide pricing based on a discount from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. An Electronic Catalog, links to same, and/or availability to access the list prices should accompany the proposal if a discount off catalog is proposed. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included. Each service proposed is to be priced separately with all ineligible items identified. TIPS may award to multiple vendors. See pricing instruction in this document and on the pricing forms 1 and 2.

Offerors may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Region 8 ESC is seeking service providers that have the depth, breadth and quality of resources necessary to complete various aspects of this contract. In addition, TIPS also

requests any relevant value add commodity or service that could be provided under this contract. While this solicitation specifically covers the above-mentioned category, Offerors are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business.

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs. The following is a list of included (but not limited to) categories.

Proposers may serve a local area only or a broader geographic area at their discretion and should indicate their limitations for a service area.

Proposers may submit all items and goods related to supplying signage and related non-construction services that they offer. Proposer should submit all applicable services for all types of signage and related non-construction services.

#### Value Added Pricing

Value added services should be explained in detail. If proposer can offer greater quantities at lower pricing, these “value added” prices should be submitted in this section.

Proposal should list offerings to be considered as part of the category of signage and related non-construction services that can be provided by the Vendor. Servicing of signage or any related service to support such equipment may be included in this proposal.

A discount off list price pricing model is ideal as list prices change over the life of the awarded agreement. Possible pricing models are discussed in this document. Any other goods and services that are logically related to this general category. TIPS reserves the sole right to determine whether or not proposed goods or services are logically related to this general category.

#### **Additional Services:**

Proposer should list in the PART 1 Pricing Sheet 2 excel spreadsheet all related services, installation, travel, and hourly fee or other defined unit cost according to category offered on this contract. Offering must be related to this category. No inappropriate offerings will be considered. For projects that are considered a Public Work/Construction, the work can be provided through the PART 2 Job Order Contract (JOC) section of this solicitation.

The Vendor may furnish all necessary labor, materials, tools, supplies, equipment, transportation, supervision, management and may perform all operations necessary and required for services. All work shall be performed in accordance with the requirements set forth in the resulting contract and each mutually agreed upon work request or purchase order issued by TIPS participating members.

**NOTHING IN PART 1 IS REQUESTING SERVICES THAT ARE CONSIDERED A PUBLIC WORK/CONSTRUCTION. PART 2 ADDRESSES ANY PROJECTS THAT ARE CLASSIFIED AS PUBLIC WORKS OR CONSTRUCTION BY THE TIPS MEMBER ENTITY. PART 2 ADDRESSES CONCRETE, WIRING, PLUMBING, INSTALLATION, AND OTHER SITE WORK, UTILITIES, ETC THAT IS CONSIDERED A PUBLIC WORK BY THE END-USER.**



PART 1 Pricing Sheets 1 and 2 must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” PRICING sections.

Since the list of items a vendor may carry is potentially very long, and items are removed and added to the market frequently, it may be more advantageous to propose a **minimum discount** off your catalog for goods and services. You may offer different discounts for different brands or lines or services of goods if you choose.

**A zero discount off catalog proposal is permitted, but** TIPS encourages vendors to propose the best discount they feel is necessary to compete with other retailers to provide the greatest benefit to TIPS members.

Proposer shall propose a minimum discount off catalog in the eBid system attribute for all non-line items proposed so you will be covered when future items are available in you catalog. By doing this, the pricing is a ceiling and not a floor. You may always lower your price or increase your minimum discount percentage to be more competitive in a particular situation

You may propose all goods as a line item list if you prefer but the PREFERRED proposal method is a minimum discount off catalog prices. Line item proposal prices may only be increased by the markup method or by application of the US Department of Labor (General (not industry specific) Consumer Price Index (CPI) percentage increase applied annually, so proposing the discount off catalog price may provide easier price adjustments but ensures that they are applied fairly to all customers of the vendor because they are published for all customers to see. If proposer offers a maximum increase percentage in their proposal, that maximum percentage shall control over the CPI. Proposer **may propose, both discount off a catalog AND line item pricing for specific lists of items if you choose to.**

**Caution:** Using the Markup method of pricing may exclude some members when using Federal funds as Federal regulations prohibit this type of pricing and some local regulations prohibit this type of pricing and it always requires the proposer to make available to TIPS or its members proof of the cost of the item to the proposer to verify the markup is applied according to the terms of this solicitation ad resulting award. However, offering a markup method percentage may allow you to sell items or services that do not have a catalog or list price.

You may stipulate different discounts off on specific brands or lines of goods if you desire.

#### **PRICING FORMAT (EXCEL SPREADSHEETS 1 and 2)**

**DO NOT PROPOSE “PRICE TO BE DETERMINED” or “ON REQUEST”. This method is not lawful to award by TIPS.**

**You must have unit pricing that can be applied to the needs of the customer.**

#### **PART 1 Pricing Sheet 1 excel sheet**

There are three (3) sections in the Excel sheet #1, Section A, B, and C provided in the solicitation documents, please complete all that are applicable to your proposal. **The discount off catalog price is an excellent method if list prices are available and please propose that method in addition to any other method you desire to cover future item or service availability.**

Example: IF you are providing a line item pricing sheet AND a discount off the rest of your catalog, be sure to provide both the line item prices on the list of items proposed and a minimum discount off the rest of your catalog. If different sections of your catalog have different minimum discounts, please note accordingly.

**PART 1 Pricing Sheet 2 excel sheet**

List any other services, maintenance agreements, mileage fees, maximum travel costs, etc. with line item pricing for year One and maximum percentage increase in pricing for years Two and Three of the awarded contract AND/OR discount off Catalog price as defined above if services are routinely listed in your catalog and priced therein.

Vendor may provide additional pricing in another format.

**ALL PRICING SHALL BE FIRM AND CALCULABLE AT THE TIME OF SALE DURING THE LIFE OF THE CONTRACT AND MUST CONFORM AND COMPLY WITH THE VENDOR'S PROPOSED PRICING MODEL IN RESPONSE TO THE ORIGINAL SOLICITATION. DO NOT PROPOSE "PRICE TO BE DETERMINED". If you have question on this process, call TIPS for clarification.**

Example: Proposed catalog, web or store price for an item is \$10.00 each and your proposed minimum discount is 5%, then the price is firm and calculable as \$9.50.

Please provide any explanatory information on your pricing proposal you believe is necessary to fully inform TIPS of your intent.

**Service Incidental to the Sale of Goods**

Many times, the sale of goods may be accompanied by the installation or set up of said goods. Proposers may submit pricing for the services in the PART 1 Pricing Sheet 2 spreadsheet or in an attachment.

**Any and All SERVICES may be proposed, but must be priced either as a line item or as a discount off the published Catalog price for said services. You may provide a catalog of services or a link to the available services or you may create a TIPS-specific Catalog list of services with applicable pricing. Please specify or illustrate your chosen method.**

**IF LINE ITEM GOODS pricing, and during the life of the award, prices may be increased only commensurate, dollar for dollar as your cost for the item increases. To increase the price of a line item prices good, vendor must submit proof from the manufacturer or distributor that the pricing has increased and by how much.**

**NOTE: FAILURE TO PROPOSE SERVICES SHALL EXCLUDE THEM FROM YOUR OFFERING THROUGH THIS AWARD SO, PLEASE INCLUDE THEM IS SOME CALCULABLE WAY. YOU MAY PROVIDE A PERCENTAGE DISCOUNT OFF POSTED PRICES OR CATALOG PRICES FOR THE LOCATION OF THE STORE OR IN SOME SPECIFIC MANNER THAT FITS YOU BUSINESS MODEL.**

**When using line item pricing, vendor should provide on pricing template 2 a maximum price increase percentage for annually for renewal years. Complete all excel pricing forms or their equivalents.**

## PROPOSAL SCORING AND EVALUATION

TIPS staff evaluates and scores all responsive proposals. Recommendations for award will be made to the Region 8 Education Service Center Board of Directors. Awards will be granted or denied at the monthly stated meeting of the Region 8 ESC Board of Directors or as delegated by the Board of Directors. TIPS will base a recommendation for award on several factors mandated by the Texas Education Code section 44.031. The factors which will be considered and assigned points in each area as follows (100 total points possible).

TIPS utilizes a value approach for awarding agreements under this solicitation and applies the mandated evaluation criteria under Texas Education Code §44.031. TIPS reserves the right to assign any number of point awards or penalties it considers warranted if an offeror stipulates exceptions, exclusions, or limitations of liabilities. TIPS shall reserve the right to reject any or all proposals or any part of any proposal. TIPS is the sole arbiter of scoring.

The following evaluation criteria are mandated for consideration by Texas Education Code § 44.031 (b).

1. **Purchase Price:** (22) point weight. Per prices quoted as related to information within the request for proposals and/or the discount off MSRP or other published list pricing or stated prices of goods or services. Points are awarded based on the prices and or discount, and the reasonableness in the market of the pricing offered. TIPS is the sole arbiter of what constitutes price criterion scoring.
2. **The reputation of the vendor and of the vendor's goods or services;** (3) point weight. References or TIPS staff knowledge and any other available information known to TIPS may be used to score this criterion.
3. **The quality of the vendor's goods or services;** (21.5) point weight. References or TIPS staff knowledge or any other available information known or available through the RFP or otherwise to TIPS may be used to score this criterion.
4. **The total long-term cost to TIPS and its members to acquire the vendor's goods or services;** (10) point weight. Points will be assigned to this criterion based on the Vendor's response to the Attribute entitled "MINIMUM Discount Term." A "YES" answer agreeing to at least offer the Minimum Discount Percentage off list or catalog proposed by Vendor will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.
5. **Extent to which the Goods or Services meet the Needs:** (21.5) point weight. TIPS evaluators will determine if the proposal provides value to TIPS members and if the goods and/or services offered by the proposer meets the needs outlined in the solicitation. In the judgment of TIPS points are awarded incrementally 0-21.5 points depending if the proposal meets the needs outlined in the solicitation.

6. **Vendor’s Past Relationship:** (10) point weight – No past relationship scores 5 points and a good relationship scores 6 to 10 points and a poor relationship scores 0 to 4 points.
7. **Impact on the Ability of the District to Comply with Laws and Rules Relating to Historically Underutilized Businesses:** (2) point weight –Points are assigned if the vendor agrees to abide by the federal regulations in the Attribute entitled “Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms” and the attribute that immediately follows, if applicable, of this solicitation in the ION Wave bidding system. related to underutilized businesses in its subcontracting practices, when applicable. NOTE: Failure to agree to comply with the federal regulations herein shall make use of federal funds to purchase the goods or services proposed unallowable.
8. **Experience:** 10 point weight - <1 year = 0 points; 1 -3 years = 5 points; 4-5 years = 8 points; >5 years = 10 points
9. Residency: 0 point weight. For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner:
  - A. has its principal place of business in this state; or
  - B. employs at least 500 persons in this state.

Federal funds may be utilized by ESC Region 8 or TIPS member entities during the life of this contract, and residency is a prohibited criterion under federal regulation, it has been considered and assigned a weight of 0 points.

**PROPOSERS FALLING BELOW AN 70-POINT THRESHOLD WILL NOT BE CONSIDERED FOR AN AWARD.**

## **About TIPS**

It is the purpose of this SOLICITATION to establish awarded vendor agreements to satisfy the procurement needs of participating member entities in this particular commodity category. These awarded agreements will enable member entities to purchase on an “as needed” basis from competitively awarded agreements with high performance vendors. Proposers are requested to submit a proposal for offering their line of available products that are commonly purchased by government agencies, cities, counties and educational entities.

- Awards will be made to the successful proposer(s) for the products and/or services. (Unless proposer has submitted inappropriate items for the commodity category. Those items will not be awarded. Example: a software company may not propose to perform construction work)
- TIPS reserves the right to award multiple vendors for each solicitation.
- This proposal is requested for the benefit of the current list of members and other new members as they execute TIPS membership Agreements in the future. Member List: <http://www.tips-usa.com/assets/documents/docs/membership.pdf>
- TIPS reserves the right to extend the proposal deadline for any reason.
- TIPS reserves the right to make changes to this Solicitation by way of one or more posted addenda.

## Benefits of TIPS

- Provide government entities opportunities for greater efficiency and economy in acquiring goods and services through competitively procured vendor agreements.
- Provide comprehensive purchasing practices according the Laws of the State of Texas and Federal Regulation 2 CFR part 200, when appropriate, and is designed to result in competitive agreements that meet a wide variety of needs.
- Provide competitively priced purchasing options for multiple government entities that yields economic benefits usually unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services by entering into pricing agreements with “high performance” vendors.
- Equalized purchasing power for smaller entities.
- Maintain credibility and confidence in business procedures by maintaining free, full and open competition for purchases and by complying with purchasing laws and ethical business practices.
- Provide document retention for competitive procurement process for all TIPS Awarded Agreements.

## Customer Service

- TIPS staff is available to members for assistance in viewing/contacting awarded vendors for categories to make purchases and agreement decisions.
- TIPS provides a way for government entities to avoid the time and expense of seeking competition for purchases on an agency-by-agency basis.
- TIPS enables vendors to become more efficient and competitive by reducing the number of proposals that require responses to be made to individual entities.

## Purchasing Procedures

- Agreements are established through free, full and open competition as described by the laws of the State of Texas and are available for piggy-back by other government entities anywhere in the United States, subject to each entities’ jurisdictional law and regulation. Purchase orders or equivalent are issued by participating governmental entities directly to the Vendor or vendor assigned dealer. Purchase orders or equivalent are usually sent to the TIPS office where they are reviewed by the TIPS staff and forwarded to the Vendor within one working day. In some instances, the entity may send the purchase orders or equivalent directly to the vendor and report the purchase to TIPS.
- NOTE: It is always the Vendor’s responsibility under the TIPS agreement to report all sales under the TIPS Agreement. 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 all related quotes, invoices, and similar sales documents. It is the duty of the Vendor to submit documentation of all final purchases to TIPS for processing. This may only be done through the TIPS Vendor Portal or by emailing the sales documentation to [TIPSPQ@TIPS-USA.com](mailto:TIPSPQ@TIPS-USA.com), unless TIPS agrees to an alternative reporting method in writing. Failure to report a TIPS sale may result in termination of Vendor’s TIPS Contract(s) and preclusion to responding to future solicitations.
- Vendors deliver goods/services directly to the participating member agency and then invoice the

participating member agency. The Vendor receives payment directly from the participating member agency.

### **Notice of Confidentiality of Proposed Information**

The proposal submitted and all information therein is available to TIPS members. Also, according to the Texas Public Information Act, any documents or information held by TIPS “may” be public information. In the documents for the proposer to complete is a declaration form entitled “CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552” that must be completed by the proposer that designates specified pages as confidential or waives confidentiality of the entire proposal.

## **Proposal Instructions**

1. Electronically sealed proposals are the preferred and most accurate method and is highly encouraged through our online procurement software, ION Wave.
2. Proposals may be amended by the proposer on the electronic site at any time prior to the due date and time. ION Wave permits you to withdraw and resubmit your proposal.
3. If an addendum is posted, you are required to login to the ION Wave bidding software and address the addendum. No addendum will be issued within five calendar days of the opening unless it is to extend the opening or address a non-substantive issue. Legal holidays not counted as calendar days are New Year’s Day, Martin Luther King Day, Easter, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving, Christmas.
4. Proposals may be submitted on any or all sections, related to the category, unless stated otherwise. TIPS reserves the right to reject any or all proposals and to accept any proposal(s) deemed advantageous to the TIPS members and to waive any informality in the proposal process.
5. Deviations to any Terms, Conditions and/or Specifications shall be clearly noted in writing by the contractor and shall be included with the proposal. There are attributes that you must respond to in order to submit a proposal that address deviations.
6. Withdrawal of proposals will not be allowed for a period of 90 days following the opening unless approved by TIPS.
7. Addenda, if required, will be issued by TIPS by email to the proposer’s designated contact to all those vendors known to have reviewed the SOLICITATION documents through our electronic bidding software, ION Wave.

### **PROPOSAL FORMAT - PROPOSERS PAY CLOSE ATTENTION TO DETAILS LISTED.**

TIPS reserves the right to waive any informality and/or reject any or all proposals.

All responses should be direct, concise, complete, and unambiguous. With regard to those items that cannot be answered in the affirmative, clearly explain the precise portion to which you disagree and why you disagree. Proposers must propose pricing that is calculable based on the prices presented or discounts proposed as they relate to a published price of the goods or services. Published prices are prices that are provided by a catalog, website, shelf, price list accessible to TIPS and its members at any

time during the term of an awarded agreement with the vendor or specifically proposed. Other methods of publishing prices will be considered if proposed but must be calculable.

**Felony Conviction Notice (Required in Texas) -Notification of Criminal History** “A person or business entity that enters into an agreement 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. A school district may terminate an agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required 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 agreement.” This notice is not required of a publicly held corporation. Texas Education Code § 44.034.

### **References**

The proposal response should contain a minimum of five (5) references of customers you have served that would be considered eligible for membership in TIPS (i.e. K-12 School Districts, College/Universities, and/or City/County Government Entities, Water or Fire Districts, etc.). In addition to the name of the entity, a contact name, email and phone number shall be included. The references document must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” REFERENCES section.

### **Resellers/Dealers**

Vendors with Resellers/Dealers must enter/authorize all Authorized Resellers in the Vendor Portal upon award.

### **Vendor Certifications**

Vendor certifications should include applicable D/M/WBE, HUB and manufacturer certifications for sales and service (if applicable). Certificates must be scanned and uploaded to the “Response Attachments” D/M/WBE, HUB and/or ALL OTHER CERTIFICATES section. Whether or not you are a D/M/WBE, HUB or similar business will have no bearing on the evaluation score, but provides our members the information if it is part of their entities’ policies.

### **Vendor Agreement**

Vendor Agreement must be downloaded from the “Attachments” section, completed and uploaded to the “Response Attachments” VENDOR AGREEMENT section. If proposer has deviations to the agreement language to negotiate with TIPS, there are attributes in the electronic process that address this possibility and you may insert your deviations there.

### **Agreement Signature Form**

Agreement Signature Form must be downloaded from the “Attachments” section, completed, signed, scanned and uploaded to the “Response Attachments” AGREEMENT SIGNATURE FORM section. If proposer has deviations to the agreement language to negotiate with TIPS, the agreement signature page may be submitted unsigned until all terms and conditions are agreed.

### **Warranty (If applicable)**

Warranty documentation should be scanned and uploaded to the “Response Attachments” WARRANTY section.

### **Protest Procedure**

If a contractor/proposer (contractor) desires to protest a process or decision by TIPS, the contractor must follow the following process:

[http://www.tips-usa.com/assets/documents/docs/letters/Protest Procedures for Vendor.pdf](http://www.tips-usa.com/assets/documents/docs/letters/Protest_Procedures_for_Vendor.pdf)

### **Supplementary Catalogs and Information if Applicable**

Supplementary Catalogs and Information documentation should be scanned and uploaded to the “Response Attachments” SUPPLEMENTARY section. You may provide a link to catalogs or pricing that is published for all customers to see when shopping for your goods or services. Links to catalog pricing must be kept current during the term of the awarded agreement. It is the intent of TIPS to award a manufacturer’s complete line of products, when possible.

### **LIMITATIONS OF THE SOLICITATION AND THE USE OF AWARDED AGREEMENTS BY MEMBERS**

**Depending on different entities’ and jurisdictions’ laws and regulations, members may be prohibited from participating in one or more of the TIPS agreements. TIPS has no control over those legal restrictions and does not warrant that a member entity will be able to utilize a TIPS awarded agreement.**

## **Terms and Conditions**

1. **Exclusivity**- Any award under this solicitation is not exclusive and TIPS reserves the right to multi award or not award. TIPS reserves the right to solicit same or similar categories again for additional awards during the life of an existing agreement with one or more awarded vendors of another solicitation, if TIPS decides it is in the best interest of our members.
2. **Confidentiality of Proposal** - If you believe part of your proposal is confidential and not subject to sunshine laws such as the Public Information Act, there is a form to complete to make such a declaration. Read it carefully.
3. **Best and Final Offer** – There will be NO best and final offer, your proposal will be your final offer for solicitation competition purposes. Vendor may lower prices at any time during agreement period. See pricing section.
4. **Non-Responsive Proposals:** All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the agreement. There may be required specifications for this proposal and desired and other specifications. IF YOUR PROPOSAL FAILS TO MEET ANY OF THE DESIGNATED **REQUIRED** SPECIFICATIONS, YOUR PROPOSAL SHALL BE DEEMED NON-RESPONSIVE AND WILL NOT BE EVALUATED FURTHER OR CONSIDERED FOR AWARD.



5. **Deviations and Exceptions:** Deviations or exceptions stipulated as non-negotiable in the response by the proposer may result in disqualification if they are not acceptable to TIPS.
6. **Equal Pricing** – Pricing proposed shall be provided to any TIPS member and regardless of the quantity of product or service purchased from the awarded vendor. Pricing may always be lowered by the vendor if circumstances permit to provide better value to TIPS members and for the vendor to be more competitive in that particular circumstance of sales opportunity. If prices are lowered in a specific circumstance, the same lowered pricing must be offered to all TIPS members if the quantities, timing and all other circumstances are identical.
7. **Estimated Quantities:** Because TIPS cannot accurately anticipate which members will utilize the awarded agreements due to the thousands of members and the different government entity types, TIPS makes no guarantee or commitment of any kind concerning quantities or usage of agreements resulting from this solicitation. This information, if provided, is provided solely as an aid to vendors in preparing proposals only. The successful Vendor(s) discount and pricing schedule shall apply regardless of the total cumulative volume of business under the agreement.
8. **Conditions of Agreement** - The terms and conditions of this solicitation shall control in the order that best serves the TIPS members’ needs and deciding the controlling order is at the sole discretion of TIPS. The terms and conditions of this solicitation shall be incorporated by reference in a resulting agreement unless expressly agreed otherwise by the parties in writing.
9. **Name brands** – If name brands are required to be priced but other products of equal or similar type and quality may also be represented in the pricing and will be considered. TIPS want pricing either in a fixed price or a discount off published or available to TIPS Members catalog price or both if applicable to your proposal. A “catalog” is defined above and includes pricing of goods and /or services.
10. **Evaluation** – TIPS will evaluate the best value by rating the proposals submitted by the vendors. The point score received will be the weighted score which will be used to determine awarded vendors. See Evaluation criteria sheet with applicable point weights in this document. If applicable, extensions of unit prices shown will be subject to verification by the district. In case of variation between the unit price and the extension, the unit price will be considered to be the proposal.
11. **LIMITATION OF LIABILITY – Waiver:** BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH

COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

12. **RESERVATION OF RIGHTS** - TIPS expressly reserves the right to:

- a) Reject or cancel any or all proposals;
- b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- d) Reissue a SOLICITATION;
- e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- f) TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice, unless otherwise agreed in writing in an executed agreement between the parties;

**g) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.**

# Supplier Participation

220102

## Signage (2 Part with JOC)

Issue Date: 1/6/2022

Response Deadline: 2/18/2022 03:00 PM (CT)

### 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

### Participation Summary

Supplier	Email Status	Response
1st Ayd Corp (First Aid Corp)		No Response
1st Fire Protection Services		No Response
1to1 Printers		No Response
2M Solutions		No Response
360 clean (burger board llc)		No Response
360 Document Solutions, LLC (360 Document Solutions, LLC)		No Response
360TXC, LLC		No Response
3G CONTROLS INC (3G CONTROLS INC)		No Response
3W Effects, LLC (Ayla Whitfield)	Fail	No Response
4 Moore Construction Solutions		No Response
4T Partnership LLC		No Response
5F Mechancial Group, Inc.		Viewed
5K Technical Services (5K Technical Services)		No Response
8/A Builders LLC		No Response

84 Lumber Company	No Resp
A and S Air Conditioning, Inc	No Resp
A&H Electric	No Resp
A-1 Construction Services (A-1 Striping and Paving)	No Resp
AAA Electrical Signs	No Resp
AAA Veteran Air, LLC.	No Resp
Aarco Products, Inc.	No Resp
AB Martin Services, Inc.	No Resp
Abanty Systems LLC	No Resp
Abanty Systems LLC (ENVIRONMENTAL MULTISERVICE CONTRACTING SOLUTIONS LLC)	No Resp
Aberi Steel	No Resp
ABM Building Services	Viewed
ABM Commercial Flooring Inc. (ABM Commercial Flooring Inc.)	No Resp
Absolute Color Ltd	No Resp
Absolute Defense/Clear Defense	No Resp
AccuTex Electric, LLC	No Resp
Ace Sports (Ace Signs of Arkansas, LLC)	Submitte
acity specialty product dba zep sales and service	No Resp
ACLSA, LLC (512 Banners)	Fail No Resp
ACME Sign Corporation	No Resp
ACS Printing & Embroidery (N2Graphix, LLC)	No Resp
Action Electrical Services LLC (Action Electrical Services LLC)	No Resp
Acuative	No Resp
Acumen Enterprises, Inc.	Submitte
Ad Specs of Florida, LLC (Ad Specs of Florida, LLC)	No Resp
ADA Business Supplies Inc. (ADA Business Supplies Inc.)	Viewed
Adaptive Industrial Services, LLC	Viewed
Adept Facilities and Design Inc	No Resp
ADPOWER	No Resp
Advanced Blending, Inc. DBA: LAsT Group Enterprises	No Resp
Advancia Technologies, LLC	No Resp
Advantage LED Signs (Tradenet Enterprise)	No Resp

AFD Services LLC (AFD Services LLC)	No Resp
AGC Education	No Resp
Aimgraphics (American Installation and Management)	Viewed
Air Craft Mechanical	No Resp
Air Filter Systems, Inc.	No Resp
Alegna Technologies, Inc. (Alegna Technologies, Inc.)	No Resp
Alklean Industries, Inc (Alklean Industries, Inc)	No Resp
All Printing (All Printing)	Viewed
ALL SOUTH SHORE MEDICAL SUPPLY INC	No Resp
All Traffic Solutions, Inc. (All Traffic Solutions, Inc.)	Viewed
Allbrite Construction (Allbrite Constructors of Texas, Inc.)	No Resp
Alliance Loose Leaf (JPS Alliance, Inc.)	No Resp
Allied Express Solutions	No Resp
All-Rite Doors & Hardware (All-Rite Installations, LLC)	No Resp
Allstar Services Group, LLC (Allstar Services Group, LLC)	No Resp
All-Tex Networking Solutions, Inc.	No Resp
ALP Contracting	No Resp
Alps Technology (Alps Dallas Inc)	No Resp
Altius Graphics (NAYAK Corporation)	No Resp
AM&N Electronics, Inc	No Resp
american pride paper and plastic (american pride paper and plastic)	No Resp
AmericasFavoritePrinter com	No Resp
AMIL's Dual Design, Inc	No Resp
Andon Solutions LLC	No Resp
Andreu World America (Andreu World Chicago)	Viewed
Anova Furnishings	No Resp
AnyDesk Software (AnyDesk Software)	No Resp
AO3 Solutions, LLC (AO3 Solutions, LLC)	No Resp
AOBI, LLC	Fail No Resp
APCO Graphics, Inc.	No Resp
Apollo Metro Solutions (Apollo Metro Solutions, Inc.)	No Resp
Appenx, Inc	Viewed

Applied Climate Solutions		No Resp
Applied MSS (Applied Maintenance Supplies & Solutions)		No Resp
Approved Purchasing, LLC		No Resp
Aqua Clear Water Solutions LLC		No Resp
Archangel Tablets LLC		No Resp
Archway Graphic Designs (Sign Express, Inc)		Unsubm
Arkansas Office Products (Pawloski)		No Resp
Armed Forces Contracting (Patient Solutions LLC.)		Viewed
Armodilo Display Solutions (Armodilo Display Solutions)	Warn	No Resp
Armour Wraps (Armour Wraps)		No Resp
Armstrong Relocation		No Resp
Armstrong Repair Center, INC		No Resp
Arrow Safety Device Co		Viewed
ARS Commercial Equipment (baker)		No Resp
Art Advertising, Inc.		No Resp
ASAP Roofing (Koppel & Kozel LLC)		No Resp
Ascher Building & Design LLC (Ascher Building & Design LLC)		No Resp
Ashford Building Solutions LLC (Ashford Building Solutions LLC)		No Resp
Audio Visual Aids Corp (Audio Visual Aids Co)		No Resp
Audio Visual Technologies Group, inc. (Acerra Technologies. Inc.)		No Resp
Audiosha (MRLMX Holdings, LLC)		No Resp
Aurora Digital Signage		No Resp
Automatic Access Doors, Inc.		No Resp
AVI Systems, Inc.		No Resp
Avid Systems, LLC	Fail	No Resp
AVSANT LLC (RP Tellone and Company)		No Resp
AZBELL Electronics		No Resp
Aztec Promotional Group, LP		No Resp
AZTECA DESIGNS, INC		No Resp
B & S Hardware, Inc.		No Resp
B and B Solutions Inc (BNBSINC, Inc)		No Resp
B F Hurley Mat Company, Inc		No Resp

B&B Holiday Decorating (B&B Holiday Decorating)		No Resp
B&D Signs of Texas		No Resp
B&J electrical (B&J electrical)		No Resp
Bailey Signs		Submitt
Bakers Signs (Bakers Signs)		No Resp
Baltimore-Washington Contracting, Inc.		No Resp
Bankers Products & Printing	Fail	No Resp
Banks Property Management, LLC		No Resp
BARCO PRODUCTS (Geneva Scientific Inc.)		No Resp
Barcodes Inc (Barcodes LLC)		No Resp
Barnett Furniture Solutions, Inc. (Barnett Furniture Solutions, Inc.)		No Resp
Barricades Unlimited (Barricades Unlimited)		No Resp
Bartos Industries		No Bid
Basic SDV, Inc.		No Resp
Baudville Inc, (dba IDville)		No Resp
Baxter Clean Care (John M Baxter Sales Inc., Co.)		No Resp
Bayside Builders MI LLC		No Resp
BBVA Compass		No Resp
Be Industries LLC (LDR Investment Group LLC)		No Resp
Beckwith Electronic Engineering Company		No Resp
Benchmark Signs		No Resp
Benken's Sign Company LLC		Submitt
Beshears Construction Inc		No Resp
Bienenstock Natural Playgrounds Inc. US		No Resp
Bill's Electric Inc.		No Resp
BioGreen of San Antonio		No Resp
Biologique Solutions LLC		No Resp
BioPURE (Jpete enterprises)		No Resp
Biway Media		No Resp
BJ's Promotions		No Resp
BK Distributors		No Resp
Blast Masters, Inc.		No Resp

BLCCS LLC		Viewed
Blink Marketing Inc (Blink Marketing Inc)		Viewed
Bloomin' Blinds of Richmond (Mana, Inc.)		No Resp
Blue Streak		No Resp
Bluebonnet Electrical Services Inc.		No Resp
BlueRock CG, LLC (BlueRock CG, LLC)		No Resp
Bluewave Security (Bluewave Security)		No Resp
BNC Industries, INC.		No Resp
Bodyline Graphics		No Resp
Boen/Kemp Construction (Boen/Kemp Construction)		No Resp
Bonded Lightning Protection Systems, Ltd.		No Resp
BOOSTERS, INC		No Resp
Boulder Designs by TLI (Torrey Lifestyle Investments)		Submitt
Bowman Recruitment Solutions LLC		No Resp
Boyter Brothers, LLC		No Resp
BQR Advertising and Public Relations, Inc.		Viewed
BrandArmor™ (The Color Spot)		No Resp
Brayco		No Resp
Brayco Business & Creative Services		No Resp
Brewer-Garrett Company (Brewer-Garrett Company)		No Resp
BriteRain Ventures, LLC		No Resp
Broadcast Works (Broadcast Works)		No Resp
BRODART CO		Viewed
Brown Midwest Commercial Construction (Brown Midwest Commercial Construction)		No Resp
BryComm, LLC		No Resp
BTG Products (Buffalo Technology Group, Ltd.)		No Resp
Buckles Resources LLC		No Resp
BuildASign	Fail	No Resp
BULLCHASE INC.		No Resp
Burgoon (Evco Partners LP)		No Resp
Burlington Industries		No Resp
Business Communications, Inc.		No Resp



Business Furniture Inc.	No Resp
ByteSpeed	No Resp
C&C Detection Technologies and Barriers, Inc. (C&C Detection Technologies and Barriers, Inc.)	No Bid
CAET PMC (CAET Project Management Consultants, LLC)	No Resp
Calagaz Printing Inc	No Resp
Calidad Construction, LLC	No Bid
Camcor, Inc.	No Resp
Cannon Services	No Resp
Capitol AC Services	No Resp
Casteel & Associates, Inc.	Submitte
Casto Technical Services, Inc.	No Resp
Catalyst PR	No Resp
CCS Facility Services (CCS Facility Services)	No Resp
CDM7 LLC (CDM7 LLC)	No Resp
Central Specialty Supply, LLC	No Resp
CertainTeed Roofing	No Resp
CFE Services (May Enterprises, Inc)	No Resp
Champion Awards	No Resp
Champion Supply LLC (Champion Supply LLC)	No Resp
Charles Pest Control Services, Inc.	No Resp
Chatham Worth (Chatham Worth)	No Resp
CHB Industries, Inc.	No Resp
Cheers, Etc., Inc.	Viewed
Chenega Corporation	No Resp
Cheney Brothers Inc	No Resp
Chickasaw Management Services	No Resp
CHINA MAPLELEAF INDUSTRIAL DEVELOPMENT LIMITED	No Resp
Chrome Heating & Air Conditioning (Chrome Heating & Air Conditioning)	No Resp
Chubb Art Signs	No Resp
circle c mechanical llc	No Resp
City Colors Digital Printing Center, Inc	No Resp
Clampitt Paper	No Resp

CLARKPOWELL (CLARKPOWELL)		No Resp
Clean It Industrial		No Resp
Clean Scapes		No Resp
Clean SoftWash		No Resp
Clean Surface LLC		No Resp
Cleaning USA, LLC (Cleaning USA, LLC)	Fail	No Resp
Clermont Printing & Office Products (Clermont Printing Inc.)		No Resp
Climax Investors (Climax Investors)		No Resp
Coastal Remediation (Coastal Remediation)		No Resp
Cobb's Lawn & Landscape		No Resp
Colbi Technologies, Inc		No Resp
Collaboration Solutions Group, LLC		No Resp
Collins Solutions LLC	Fail	No Resp
Color-Ad, Inc.		Viewed
Comet Signs (Comet Signs)		No Resp
Comfort Systems USA (Southeast), Inc.		No Resp
Commercial Kitchen Parts & Service (Greenwich, Inc.)		No Resp
Competitive Choice		No Resp
Complete Supply Inc		No Bid
Condray Signs (Delta Sign & Neon)		No Resp
Connectivity Source (Lipsev Communications LLC)		No Resp
Consolidated Installation Support, LLC		No Resp
Construction bid source		No Resp
Construction Journal		Viewed
Construction Network, Inc		No Resp
Convergence Technologies		No Resp
Coolhead Inc. (Coolhead Inc.)		No Resp
Copy Doctor (Press Masters Inc)		Viewed
Core Displays, LLC		Unsubm
Core Products Co, Inc. (Core Products Co, Inc.)		No Bid
Cover Contracting		No Resp
Covid Control Services LLC (Covid Control Services LLC)		No Resp

CPRI Group (Capital Protection Resource Inspection Group)		No Resp
Crawford Electric		No Resp
Creative inc (Creative inc)		No Resp
Crescent Parts & Equipment		No Resp
Crestone Commercial Construction		No Resp
Cross R's Company LLC		No Resp
CROSS SYSTEMS (TC CROSS LLC)	Fail	No Resp
Crowd Control Warehouse (Crowd Control Warehouse)		No Resp
CrownTV		No Resp
Crystal Facility Solutions Inc		No Resp
CSI: Lubbock Communication Services and Installation (Hohenberger, Inc.)		Viewed
Cueva Contract (Cueva Contract)		No Resp
Cumulus Global (Horizon Info Services, LLC)		No Resp
Cuna Supply LLC		No Resp
Cupples Sign Company (Cupples Sign Company)		No Resp
Curtis H Stout Inc		No Resp
Curtis Heating & Cooling, Inc (Curtis Heating & Cooling, Inc)		Viewed
Curtis Stout A/V		No Resp
Custer Fence LLC (Custer Fence LLC)		No Resp
Cy-Fair Tire (Keilers Holdings, Inc.)		No Resp
D & H Quality Construction		No Resp
D&L Inc.		No Resp
D&T Carpet Service LLC		No Resp
DAISY I.T. SUPPLIES, SALES & SERVICE (DAISY WHEEL RIBBON CO. INC)		No Resp
DalCon CMS, LLC.		No Resp
Dallas Light Bulb		Viewed
Daly Computers, Inc.		No Resp
DandR Corp (DandR Corp)		No Resp
DasNet Corporation (DasNet Corporation)		No Resp
DataSpan Holdings Inc.		No Resp
David Caldwell		No Resp
Davis-Houk Mechanical (Davis-Houk Mechanical)		Submitt

Daystar Services. (Daystar Cleaning Services, LLC)	No Resp
DC Interiors (Darlene Casias Ineriors LP)	No Resp
DEAN BOILER INC.	No Resp
Decco Contractors-Paving, Inc.	No Resp
Decoulant Inc	No Resp
DeHart Air Conditioning and Electronics Inc.	No Resp
Delcom Group	No Resp
Delta innovative services (Delta innovative services)	No Resp
Delta Office Products (Goosa Distributing Inc)	No Resp
DeltaWare Inc	Viewed
Demco Inc	No Resp
DENCO Construction Services	No Resp
Dent Enterprises LLC (Dent Enterprises LLC)	No Resp
Derrick Construction Company, (Derrick Construction Company,)	No Resp
Desert Business Interiors, LLC	No Resp
DFW Hightech Signs (SEL Corporate Enterprises, Inc.)	No Resp
DFW Mechanical Group LLC	Submitte
DGR United	No Resp
Diamond Legacy Group LLC	No Resp
Diamondback Landscaping (Diamondback Landscaping)	No Resp
DIGITAL DESIGNS INC	No Resp
Digital Display Solutions, Inc (Digital Display Solutions, Inc)	No Resp
Digital Effects Signs and Graphics LLC	No Resp
Digital Highway Incorporated	No Resp
Direct Solutions (Direct Solutions)	No Resp
Discount LED (T&I Business LLC)	No Resp
Discovery Information Technologies, Inc.	No Resp
DisinfectCARE (Global Disinfection Group Inc.)	No Resp
Display Services Inc	No Resp
DITTA ENTERPRISES, INC.	No Resp
DiVal Safety	No Resp
Diverse Mobile Technologies LLC	No Resp

DODGUIDONS (Juana L. Magnon)		No Resp
Dominate the Hardwood Enterprises		No Resp
Don R Williams Remodeling & Construction		No Resp
Doral Digital Reprographics Corp		No Resp
Dorsey's Heating & A/C (Richard T Dorsey)		No Resp
Dougan Environmental Control Inc.		No Resp
Doyle Howard Construction Inc		No Resp
Dragon Circuits (North Texas Circuit Board Co., Inc.)	Fail	No Resp
Dude's Music (Dude's Incorporated)		No Resp
DupriestPOP		No Resp
Duran Industries, inc (Duran Industries, inc)		Viewed
DVO-USA INC.		No Resp
DW Solution	Fail	No Resp
Dynamic Contracts Consultants LLC (Memon)		No Resp
Dynamic Fabrication Solutions LLC		No Resp
Dynamic Preparedness Services		No Resp
E1 Energy Saving Technology (Eagle First, Inc.)		No Resp
E2 Optics, LLC		No Resp
E9 Construction LLC		No Resp
Eagle Eye Media LLC		No Resp
Eagle Mountain Flag (Eagle United USA, Inc)		No Resp
Eagle One Products (Golf Supply House USA, Inc.)		No Resp
East Texas Graphics		No Resp
EAST TEXAS PROFESSIONAL CLEANING SERVICES		No Resp
East Texas signs (Gerbine, Inc)		No Resp
East Texas Sports Field Maintenance		No Resp
East Texas T-Shirts & More (T&S Creative Designs)		No Resp
Ebsco Sign Group (dba) Stewart Signs		No Resp
ECFS, LLC		No Resp
EcoSmart (Dwight Eaton)		No Resp
Ed's Supply Company		No Resp
Efficient Facilities International		No Resp

Elite Carpet & Matting Company, Inc.	No Resp
ElstonAire Inc. (A/C Geeks)	No Resp
Elysium Athletics, LLC	No Resp
EmbroidMe Kingsville (Gihon, Inc)	No Resp
Engravers Network (Engravers Network)	No Resp
Enplug, Inc.	No Resp
Enterprise Security Solutions of Texas (Enterprise Security Solutions of Texas, Inc.)	No Resp
Enterprise Systems Corporation	No Resp
Entourage Yearbooks (Entourage Imaging)	No Resp
Environmental Consulting Group, Inc.	No Resp
Erllys Janitorial Services	No Resp
Essendant	No Resp
Eternal Media Solutions LLC (Eternal Media Solutions LLC)	No Resp
Everon Green Energy Solutions (Everon Green Energy Resources LLC)	No Resp
Everything Yard, Inc. (Everything Yard, Inc.)	No Resp
Exclusive Floors & Interiors	No Resp
Executone of Louisiana (EXECUTONE OF CENTRAL LOUISIANA INC)	Unsubm
Exterior Materials LLC	No Resp
Eyedeas Design Studio (Eyedeas Advertising & Design Studio)	No Resp
F.H. Paschen (F.H.Paschen, SNNielsen & Associates LLC)	No Resp
Facilities Management eXpress - FMX (Facilities Management eXpress)	No Resp
Facilities Management Services, pbc.	No Resp
FacilitiesCONNECT	No Resp
Facility Planners Inc. (Facility Planners Inc.)	No Resp
Facility Solutions Plus (BLMS Facility Solutions Plus Inc.)	No Resp
Facility Systems Inc	No Resp
Fair-Play Scoreboards (Trans-Lux Corporation)	No Resp
Family Business Properties LLC	No Resp
Farmer's Daughter Landscape (ENTRENOS INC.)	Viewed
Fast Eddie's	No Resp
Fastenal Company	No Resp
FastSigns 150501 (Samaya Investments LLC)	No Resp

Fastsigns 16101 (ARS Viscom, Inc)		No Resp
Fastsigns College Station (KB & KB Enterprises)		No Resp
fastsigns oaklawn (fastsigns oaklawn)		Unsubm
Fastsigns San Antonio NW (Drileck Enterprises Incorporated)		No Resp
Federal One Supplies LLC (Federal One Supplies LLC)		No Resp
Felix Thomson Co.		No Resp
Ferguson Facilities Supply (Ferguson Facilities Supply)		No Resp
FERN Environmental, LLC		No Resp
Fire King		Unsubm
FireFly Computers (FireFly Computers LLC)		No Resp
Firemans Paving Contractors (Firemans Paving & Supplies, LLC)		No Resp
FireSign Inc. (FireSign Inc.)		No Resp
First Service Technology (ME Interests)	Fail	No Resp
FIRST SIGNS Graphic Solutions (Aim & N Graphic Solutions LLC)		Viewed
Five Star Window Coatings (Chames LLC)		No Resp
Fixture Zone Inc.		No Resp
Fleetpride Inc		No Resp
Fleming Controls and Power Specialties Inc.		No Resp
Fleming Network & Security Services, Inc.		No Resp
Flintco (Flintco)		No Resp
Floortex USA LLC		No Resp
Flores and Associates, LLC (Flores and Associates, LLC)		No Resp
Fluid Prints		No Bid
Flynco, Inc.		No Resp
Focus Digital Displays, LLC		No Resp
Foodservice Equipment Brikers, Inc		No Resp
Forbo Flooring Systems		No Resp
Foresight Services		No Resp
Forestry Supplier Inc		No Resp
Forrest City Plumbing, Inc		No Resp
Fort Bend Services, Inc. (Fort Bend Services, Inc.)		No Resp
Fortune Energy Partners (Fortune Energy Partners)		No Bid

Frasier-Ousley Construction and Engineering, Inc.		No Resp
Freeman Systems LLC		No Resp
FRESH START FACILITY SERVICES, INC.		No Resp
Frontier Communications		Viewed
FSlooffice (Forms And Supply, Inc.)		No Resp
FTW Safety and Industrial Supplies, LLC		No Resp
G2 General Contractors (GG Contractors LLC)		No Resp
Gateway Sight & Sound, LLC (Gateway Engineering, Inc)		Viewed
Gator Graphics		Viewed
Gator Inc dba Dodson House Moving		No Resp
GBPDIRECT (dean)		No Resp
Gebco Hawaii - A Division of IdentiSys (IdentiSys, Inc.)		No Resp
GeoBasket LLC	Fail	No Resp
Georgia Golf Construction (Georgia Golf Construction)		No Resp
germrip, LLC (germrip, LLC)		No Resp
GHD Advisory		No Resp
Gibson's Sign Mart		Viewed
Gifts For Individuals, LLC		No Resp
GLK Turf Solutions		No Resp
Global Earth Products, LLC (BISD)		No Resp
Global Fuel Recovery		No Resp
Global GovEd (PCMG, Inc. dba Global GovEd)		No Resp
Global Merchandising59 and Associates LLC		No Resp
GM Hill Engineering Inc		No Resp
Gold Eagle Co		No Resp
Golden Rule Signs		No Resp
Goldstone Exterior Services		No Resp
Grace Audio Visual		No Resp
Granchelli Construction, LLC (Granchelli Construction LLC)		No Resp
Great Lakes Kwik Space		No Resp
Green Energy Soutlions (Bright Investment Group LLC)		No Resp
Greenscape Pump Services		No Resp



Griffin Sign Company	No Resp
Groves Industrial Supply	No Resp
GSS, GLOBAL SUPPLY & SERVICE INC.	No Resp
GUY Engineering Services, Inc. (GUY Engineering Services, Inc.)	No Resp
H&B Industries Inc.	No Resp
H5 Traffic Safety LLC	Submitt
Harbor Freight (Harbor Freight Tools USA, Inc.)	No Resp
Harleysville Ace Hardware (Harleysville Ace Hardware)	No Resp
Harrison and Frances Medical Supplies	No Resp
Hart Contractor's of Texas, LLC	No Resp
Hartson Total Opening Inc.	No Resp
Hawkins Drywall	No Resp
HBI OFFICE SOLUTIONS,INC. (HBI OFFICE SOLUTIONS,INC.)	No Resp
HDL ENTERPRISES	No Resp
Healthy School Supply, LLC	No Resp
Hepacart, Inc.	No Resp
Herbert Heating & Air Conditioning Co., LLC	No Resp
Hercules Relocation LLC	No Resp
Herries Consulting	No Resp
Heskins LLC	No Resp
HGI Facility Management (HGI, LLC)	No Resp
HHM Facility Management, LLC	No Resp
High Access Solutions (High Access Solutions)	No Resp
High Value Signs & Studio	No Resp
Higher Wire Technology Associates, Inc.	No Resp
Hightech Signs (Double S Signs, LLC)	No Resp
Hightech Signs DFW (November Investments, Inc.)	No Resp
Hill Country Tractor, LLC	No Resp
Hill Manufacturing Company, Inc	No Resp
His -N- Hers Handy Services LLC	No Resp
HiTouch Business Services, LLC	No Resp
HOMEVISION TECHNOLOGY INC.	No Resp

Honesty Construction Group (HCG Management LLC)		No Resp
Honeywell		No Bid
Hopson Project Services		No Resp
House of Pain (F Four LLC)	Fail	No Resp
Howard Industries		No Resp
Howard Technology Solutions (Howard Industries Inc)		Submitt
Howard-Industries		No Resp
Hunt and Associates Inc.		No Resp
HWC Systems (H7W Cleaning Systems, Inc.)		No Resp
Hydco, Inc.		No Resp
Hygenics		No Resp
I N E X (Information Exchange Network, Inc.)		No Resp
I-35 Roofing (TFE Contracting Inc.)		Viewed
ID Signsystems Inc		No Resp
IDG Services, Inc		No Resp
IGIW Sales & Edu		No Resp
Ignite Imaging (Ignite Group Inc)		Unsubm
Imagine SignWorks (DW Business Advisors)		No Resp
Imperial Supplies		No Resp
IMS		No Resp
Indatatech (Instant Data Technologies)		No Resp
Infrastructure Innovations, LLC	Fail	No Resp
inkDOTS Printing Solutions		No Resp
Inland Potable Services (Inland Potable Services)		No Resp
Innerplan Office Interiors (Innerplan, Inc.)		No Resp
InProduction Inc (InProduction Inc)		No Resp
Inside Out Painting (Inside Out Painting)		No Resp
Insight Global		No Resp
Integral AV Solutions (Integral AV Solutions)		No Resp
Integricote, Inc.		No Resp
IntelliSite TX, LLC (IntelliSite, LLC)		Viewed
Interior Environments	Fail	No Resp

International Commerce & Marketing Corp (International Commerce & Marketing)	No Resp
International Construction	No Resp
Interworld Highway, LLC Touchboards (Interworld Highway, LLC)	No Resp
Intex United, Inc. (Intex United, Inc.)	Viewed
IP Convergence LLC	No Resp
Itty Bitty Spider	No Resp
IVP Distribution (Medical Air Devices Ltd)	No Bid
J B Warranties	No Resp
J&A Coating LLC	No Resp
J&M Supply, Inc.	No Resp
J. J. Keller & Associates, Inc.	Viewed
Jack Rabbit Off-Road (JRO, LLC)	No Resp
Jackrabbit Manufacturing	Viewed
JAJ Property Services (JAJ Property Services, LLC)	No Resp
Jani-King of Memphis (River City Franchising LLC)	No Resp
JAY S STANLEY and ASSOCIATES INC	No Resp
JBI Distributors (JBI Distributors)	No Resp
JC Apparel & More, LLC	No Resp
Jeff Wright Signs	No Resp
Jerry Murray (Gerald Wayne Murray II)	No Resp
JH Creative (JHenning Creative LLC)	No Resp
JKD Construction Co. Inc. dba Mr Electric of Grand Prairie	No Resp
JNA General Construction (JNA General Construction)	No Resp
JNB Engineering (JNB Engineering)	No Resp
John Wright Associates, Inc	No Resp
Johnson Controls, Inc.	No Bid
JOSSY GOOD NEWS COMPANY LLC	No Resp
JPJ Construction (JPJ General Contractor, LLC)	No Resp
JPS Graphics Corporation	No Resp
JZ Landscaping LLC	No Resp
K and V PROMOTIONS (KRAUSE & VAUGHN PROMOTIONS, INC.)	No Resp
K&F Industries (K&F Industries)	No Resp

K2 SERVICES, LLC	No Resp
Kaiser Graphics (Kaiser)	Submitt
KAT Turf Services, LLC (KAT Turf Services, LLC)	No Resp
Keeper Goals: A Division of Demand and Precision Parts	No Resp
Kendnel Kasper Construction	No Resp
Ken's Heating & Air Conditioning (Johnson Service Co. LLC)	No Resp
Kertrina Dauway Sales Consulting	No Resp
Kharma Consulting, Inc.	Viewed
Killeen Dynamic Designs Inc (Killeen Dynamic Designs Inc)	No Resp
kiwi services inc	No Resp
K-Log Inc	No Resp
KMD Hospitality, LLC.	Unsubm
Kranco Roofing	No Resp
KT Black Services LLC	No Resp
Kynetic Technologies LLC	No Resp
L&L Gym Equipment Services (LL Gym Equipment Services)	No Resp
LABSOURCE INC	No Resp
Lacys Welding LLC	No Resp
Lady Liberty Group, LLC	No Resp
Lakeland Little Rock (Lakeland Little Rock)	No Resp
Lakeshore Lighting LLC	No Resp
Laksh Corporation (Laksh Corporation)	Viewed
Land Rec	No Resp
Lantrip Construction Co Inc	No Resp
lasalle printing and office supply (triple c printing)	No Resp
Lawless Communications Group	No Resp
LawnFX	No Resp
Lawson Products, Inc	Viewed
LED Partners, LLC	Viewed
Ledwell Office Solutions (LEDWELL & SON ENTERPRISES)	No Resp
legacy landscaping (Premier Property & Landscape Management inc)	Viewed
LeVis Consulting Group, LLC	No Resp

Liberty Office Products (Liberty Data Products)	Viewed
Lights by Sparky Inc	No Resp
Liquid Studio Group	No Resp
Little Rock Sign Conway Sign (Whitehouse Industries)	No Resp
LMC Corporation (Lee Construction and maintenance Company)	No Resp
LMS (Lighting Maintenance and Service)	No Resp
Lone Star Boilers, LLC (Lone Star Boilers, LLC)	No Resp
Lone Star Communications, Inc.	No Resp
Lone Star Project Management	No Resp
Lonestar Athletic Services	Viewed
Louisiana Office Solutions, Inc (LOSCO, Inc.)	No Resp
Lous Cajun Creole	No Resp
LPS GREEN TECHNOLOGIES (LPS GREEN TECHNOLOGIES)	No Resp
L-Sync, LLC	No Resp
Lubbock Audio Visual, Inc.	No Resp
LubeMatrix, Inc.	No Resp
Lucid Concepts LLC	No Resp
Lumalier (Lumalier)	Viewed
Lumatech (Ben Grothe, CLMC, CLEP, CSLC)	No Resp
Luna & Associates (Luna & Associates)	No Resp
LyncVerse Technologies	No Resp
M&H Solutions LLC	No Resp
M&M Micro Systems Inc.	No Resp
M&P Roofing LLC	No Resp
M2 Federal Inc (M2 Federal Inc)	No Resp
Magid Glove & Safety Mfg. Co.	No Resp
Maglin Site Furniture	No Resp
Make It Outloud (JAGCO Consulting & The Cherry Business Group)	No Resp
Mako Industries (Mako Oilfield Services DBA Mako Industries)	No Resp
Manning Brothers Food Equipment Co. Inc.	No Resp
MANS DISTRIBUTORS	Warn No Resp
Marco Lighting Components, Inc.	No Resp

MARGEN DESIGNS	Fail	No Resq
Mark One Medical (MARK ONE MANUFACTURING, LTD.)		No Resq
Market Makers, Inc. (Market Makers)		No Resq
Marksman General Contractors, Inc.		No Resq
Marseal Group, LLC (Group)		No Resq
MARTCO-MFG, LLC		Viewed
Martin Mechanical		No Resq
Matrix Design Group LLC		No Resq
Mavich (Mavich)		No Resq
Maxpro Enterprise		No Resq
Max-R (The Prestwick Group, Inc.)		No Resq
Mc & Sons Construction - Roofing (Mc & Sons Construction - Roofing)		No Resq
MC Cleaning Services of Miami Inc		No Resq
MCCORMICK WORKS (MCCORMICK ASPHALT PAVING AND EXCAVATING, INC.)		No Resq
McCure Company (McCure Company)		No Resq
McFadden's Lock And Key		No Resq
McKinstry Essention LLC		No Bid
McLarty Ford (THTS, Inc)		No Resq
MDI Worldwide		No Resq
MDI, Inc. General Contractors		No Resq
Med Solutions LLC		No Resq
MEDRX COMPOUNDING & PHARMACY (MEDRX COMPOUNDING & PHARMACY LLC)		No Resq
Medshield International Corporation (Medshield International Corporation)		No Resq
Medx One, Inc. (Medx One, Inc.)		No Resq
Meripros		No Resq
Mersi Distribution		No Resq
Metroplex Welding Supply	Fail	No Resq
Metropolitan Mechanical Contractors		No Resq
MG Digital Group		No Resq
MGM Printing		No Resq
Mico Industrial Corporation		No Resq
Micro-blok Solutions		No Resq

Midas Contractors LLC (Midas Contractors LLC)		No Resp
Mid-States School Equipment (Mid-States School Equipment Co. Inc.)		No Resp
Midwest GMAX and Turf Maintenance		No Resp
Midwest Office Furniture Inc (Midwest Office Supply)		No Resp
Millennium (Kyle Enterprises LLC)	Fail	No Resp
Millennium Communications Group Inc		No Resp
Minuteman Industrial Supply (Chris White)		No Resp
Miracle Method of Austin (Nartor Associates Inc.)		No Resp
Miracle Method Surface Refinishing (Fred Haas & Associates INC.)		No Resp
Miracle Recreation Equipment Company (Miracle Recreation Equipment Company)		No Resp
Mission City Electric (Mission City Electric)		No Resp
Mission Critical Solutions (MCS of Tampa, Inc.)		No Resp
Modern Business (Modern Business Equipment, Inc)		No Resp
Moser Roofing Solutions, LLC (Moser Roofing Solutions, LLC)	Warn	No Resp
Motion Industries		No Resp
Mount Vernon Pecan Company		No Resp
Mouton 3 Services LLC (Mouton 3 Servcies)		No Resp
MSC Industrial Supply		No Resp
MTM Services		No Resp
Multi Craft Contractors Inc.		No Bid
My Medical (Aviationy LLC)		No Resp
Myron McDowell Construction LLC		No Resp
MyVRSpot (MyVRSpot, LLC)		Viewed
N & L Enterprise LLC		No Resp
N D Pendent Services LLC (N D Pendent Services LLC)		No Resp
N&H Contractors LLC		No Resp
N.E. Texas Roof System, LLC		No Resp
National Roofing Partners (RL National Roofing Partners, LLC)		No Resp
Native American Contracting & Supply, LLC (Native American Contracting & Supply, L LC)		No Resp
Navigate360 LLC		No Resp
Neal Johnson LLC		No Resp
Nevco, Inc.		Viewed

NewGold, LLC		No Resp
Newman Construction Management, LLC		No Resp
NexRev (NexRev, LLC)		No Resp
Next Generation Facilities (Next Generation Facilities)		Viewed
NGS Films and Graphics		No Resp
NoGapsHere Health Solutions, Inc. (NoGapsHere Health Solutions, Inc.)	Fail	No Resp
NORESCO, LLC		Viewed
Northwest Engravers (Northwest Plastic Engravers)		No Resp
Now Micro Inc		No Resp
Nu Tran Manufacturing		No Resp
Nuwave Holdings LLC		No Resp
Octopus Consulting, LLC		No Resp
Office Equipment Co. of S.I., Inc.		No Resp
Office Products Alliance (K&M OFFICE PRODUCTS, INC.)		No Resp
Office Source (Office Source)		No Resp
O'Krent Floors		No Resp
Olsson Roofing Company, Inc. (Olsson Roofing Company, Inc.)		No Resp
On the Go Janitorial Services		No Resp
One Reef, LLC		Viewed
One World MFG LLC (One World MFG LLC)		Viewed
Opamp Information Management, LLC (Opamp Information Management, LLC)		No Resp
OPTICAL DISTRICT		No Resp
Optima Graphix (Alejandra Zamaro)		No Resp
Option 1 Logistics (TFAM Solutions LLC)		No Resp
Osborne and Associates, LLC		No Resp
Outfitters Construction LLC		No Resp
P&P Roofing/Construction		No Resp
P2 Electric Services LLC		Viewed
P3S Corporation		No Resp
Pacific Office Interiors (TAYLOR WALK, INC.)		No Resp
Pacific Office Solutions, LLC (Pacific Office Solutions, LLC)		No Resp
Pannell Industries Inc		No Resp



Paradigm Masters Management	No Resp
Parking Lot Pros	Viewed
Parkscape Construction, Inc.	No Resp
Pathway Communications	Viewed
Patriot Fence (Patriot Fence)	No Resp
PC University Distributors, Inc.	No Resp
PCnet	Viewed
PDME, Inc (P D Morrision Enterprises, Inc)	No Resp
PDV Associates, Inc	No Resp
Pera Inc.	No Resp
Personalized Printing, Inc	No Resp
Pest Management, Inc	No Resp
Pet and Playground (Hercules Poly)	No Resp
Picture Worth Custom Framing (Picture Worth Custom Framing, LLC)	No Resp
Pinnacle Dryer Corporation (Pinnacle Dryer Corporation)	No Resp
Pinnacle Services, Inc.	No Resp
Pinnale Network Solutions (Pinnale Network Solutions)	No Resp
PKJ INTERNATIONAL LLC (PKJ INTERNATIONAL LLC)	No Resp
PLAZA DYNAMICS, LLC	No Resp
Polaris Services, LLC	No Resp
Polyguard Products	No Resp
Polyloom Corporation (DBA Geosurfaces Inc., GeoSurfaces Southeast Inc., Academy, Greenfields USA)	Viewed
Polymershapes (Polymershapes, LLC)	No Resp
Portable Charging Solutions (American Alliance Corporation)	No Resp
POS SYSTEMS GROUP INC (POS SYSTEMS GROUP INC)	No Resp
Positive Image	No Resp
Positive Promotions	No Resp
Post Oak Construction LLC (Post Oak Construction LLC)	No Resp
Power Energy Solutions	No Resp
Praters Athletic Flooring (Praters Incorporated)	No Resp
Precision Concrete Cuttiing	No Resp
premier lighting	No Resp

Prestige Distribution, Inc. (Prestige Distribution, Inc.)	No Resp
Prime Time Companies, PC	No Resp
Print One	No Resp
Pro Trade Services	Viewed
Proactive Management Programs LLC	No Resp
Prodigy Building Solutions, LLC	No Resp
Professional Roofing Contractors, Inc. (Professional Roofing Contractors, Inc.)	No Resp
ProLogic ITS (ProLogic ITS, LLC)	No Resp
Promo Solutions	Viewed
Promotional Marketplace	No Resp
Property Works (Property Works)	No Resp
PSS Industrial Group Corp. (Industrial Air Tool)	No Resp
Puradigm Mid-America (TradeMark Environmental Technologies LLC)	No Resp
PureUV, LLC	No Resp
PureWay Compliance	No Resp
Purvis Industries (Purvis Industries, Ltd.)	No Bid
Push Pedal Pull	No Resp
Putnam Fire and Security, LLC.	No Resp
PWXPress (PWXPress)	Viewed
Pyramid Interiors Distributors of Arkansas, LLC	No Resp
QCS Professional Cleaning Service (Quality Cleaning Systems LLC)	No Resp
QCTV Corp. (QC TV Corp.)	Viewed
Quick Stripe Paving, Inc.	No Resp
Quintergy, Inc.	No Resp
QYK BRANDS LLC (QYK BRANDS LLC)	No Resp
R & P Hunt Brothers	No Resp
R&B Roofing LLC (R&B Roofing LLC)	No Resp
R&R Controls	No Resp
R. S. HUGHES CO., INC.	No Resp
R.C. Wegman Construction Company (Rozanski)	No Resp
R.J. Carroll CO.	No Resp
R3 ROBOTICS, LLC	Fail No Resp

RAC General Contractors, LLC (RAC General Contractors, LLC)		No Resp
Rainey Electronics, Inc.		Submitt
Rave Energy (TZMedia LLC)		No Resp
Raven Mechanical, LP		No Resp
RazorClean Building Services Inc.		No Resp
RB Doors and Hardware Inc		No Resp
Real Network Services, Inc.		No Resp
RecSource (Wa Smith Inc)	Fail	No Resp
Redflex Traffic Systems, Inc.		No Resp
REFCO (R.E. Friedrichs Company)		No Resp
Regal Plastics (Regal Plastic Supply Co Inc.)		No Resp
Regency Staffing		No Resp
Renegade Construction LLC (Renegade Construction LLC)		No Resp
Renewed Lawn and Landscape		No Resp
Renown Construction		No Resp
Renowned Chemical Solutions, LLC		No Resp
Reod Construction & Facilities Maintenance, LLC		No Resp
RFPGurus (RFPGurus)		No Resp
RGL Construction LLC		No Resp
RGV GUARDIAN ENTERPRISES, LLC		No Resp
RichArt Graphics		Submitt
Rider Construction Group, LLC	Fail	No Resp
Rio United Builders, LLC		No Resp
Rival Sign Company		No Resp
RKI, INC. (RKI, Inc.)		No Resp
Roadrunner Weed Control LLC		Viewed
Rocky Mountain Power Generation (Rocky Mountain Power Generatio)		No Resp
Rodriguez Welding & Construction		No Resp
Roger Woods Electric (Roger Woods Electric)		No Resp
Roof Spec Solutions LLC		No Resp
Royal Architectural Products Ltd		No Resp
Royal Media Network Inc (Royal Media Network Inc)		No Resp

RPM Auto Auction (RPM Auto Auction)		No Resp
S E C Contracting Inc. (Smith's Epoxy Coatings)		No Resp
S4th Power Group		No Resp
Safe Solutions USA, Inc		Viewed
SafeRack LLC (Thompson)		No Resp
SAFETY EDUCATION RESEARCH GROUP, LLC.		No Resp
Safety Prosource (Ad Specs of Delaware, LLC)		No Resp
SafetyNet America (Safety Net, LLC)		No Resp
SAM TELL (SAM TELL)		Viewed
San Antonio Lighthouse for the Blind and Vision Impaired		No Resp
Sanalife Wellness		Viewed
Sawmill Specialties (Satterwhite Companies, Inc.)		No Resp
SBC WASTE SOLUTIONS INC		No Resp
Scardino Printing 1929, LLC	Fail	No Resp
SCHOOL CHECK IN (SUMMIT INDUSTRIES CORPORATION)		No Resp
scoreboard screen printing		No Resp
SEC, Snellstrom Electrical Contracting (David M Snellstrom)	Fail	No Resp
Seiz Sign Company since 1908 (Seiz Company)		No Resp
Selco Seating and Courts LLC (Selco Seating and Courts LLC)		No Resp
Selective Micro technologies		No Resp
SEMCO LLC		No Resp
Service Environments of Texas, Inc. dba ServiceMaster Recovery Management		No Resp
SERVPRO of Central Union County (SERVPRO of Central Union County)		No Resp
SERVPRO of Lee Summit / Raytown / East Kansas City (G&C Restoration)		Viewed
SERVPRO of Marshall, Sedalia, Columbia (Icc, LLC)		No Resp
Servpro of Mobile NW & North Mobile Co. (Servpro of Mobile NW & North Mobile Co.)		No Resp
SETEX Facilities & Maintenance, LLC		No Resp
Shamrock Roofing & Construction (Shamrock Roofing & Construction)		No Resp
SHEET METAL CONTRACTORS INC		No Resp
Shields Electronics Supply, Inc.		No Resp
Shiffler Equipment Sales Inc		No Resp
Shimadzu Medical Systems		Viewed

Sideline Interactive LLC	No Resp
Sigma Supply of North America, Inc.	No Resp
Sign Champ Inc. (Sign Champ Inc.)	Submitte
Sign Solutions of East Atlanta, LLC	Viewed
SIGN STOP SIGN SHOP LLC (SIGN STOP SIGN SHOP LLC)	No Resp
Sign Wise LLC	No Resp
SIGN WORKS, LLC (SIGN WORKS, LLC)	Submitte
Signarama Deerfield Beach (The CRF Group, Inc.)	No Resp
Signarama Katy Fulshear (Ewsign LLC)	No Resp
Signetchbyer LLC (Jackson)	No Resp
Signs Manufacturing Corporation	No Resp
Signs on 7th (SBC Signworks, Inc.)	No Resp
Signs Plus (Signs Plus, New Ideas - New Technology, Inc.)	Viewed
Sign-Tech.com (Sign-Tech of Paragould, LLC)	Submitte
Sign-Ups and Banners (Knowvine Inc)	Viewed
Simple Sound Solutions, LLC	No Resp
SKEETER KELL SPORTING GOODS	No Resp
SKICK CONCEPTS INC. (SKICK CONCEPTS INC.)	No Resp
Sleekfire (Ethan Painter LLC)	Viewed
Sloan's technology	No Resp
Smallwood & Company	No Resp
SMARTAVI	No Resp
SMTA ENTERPRISES INC	No Resp
Solaris Robots (Solaris Disinfection Inc.)	No Resp
Sorb•ables (Sorbables)	No Resp
Sound Concepts, Inc.	No Resp
Source One MRO (Source One MRO)	No Resp
South Texas Boiler Industries, LLC (South Texas Boiler Industries, LLC)	No Resp
South Texas Horticulture (South Texas Horticulture)	No Resp
SouthCo Commercial	No Resp
Southern Management Services / HES Facilities	No Resp
Southlake Group LLC	No Resp

Sparkles Rhinestones LLC	No Resp
SpawGlass Construction Corp. (SpawGlass Construction Corp.)	No Resp
Spectrum Scoreboards	No Resp
Splash Power Washing (Splash Power Washing)	No Resp
Springfield Mechanical Services, Inc (Springfield Mechanical Services, Inc)	Viewed
SSC Signs & Lighting	No Resp
Staco Electric Construction CO (Staco Electric Construction CO)	No Resp
Stalker Sports Floors	Unsubm
StallStash (Bansaw Industries, LLC)	No Resp
Stamar Packaging, Inc. (Stamar Packaging, Inc.)	No Resp
Stargel Office Solutions	No Resp
Stars Media Group	No Resp
State Systems, Inc.	No Resp
Stewart Signs (Redmont Signs)	Submitt
STORYWALK SOLUTIONS (BARKING DOG INTERPRETIVE DESIGN INC)	No Resp
Strategic Consulting Alliances, LLC (Strategic Consulting Alliances, LLC)	No Resp
Streamline Fire & Life Safety	No Bid
Stripe Right	No Resp
Strong Asset Tags	No Resp
sullivan global ventures (sullivan global ventures)	No Resp
SUNBELT SUPPLY LLC (SUNBELT SUPPLY LLC)	No Resp
sunbries llc	No Resp
Sunland Asphalt & Construction Inc (dba: Sunland Asphalt)	No Resp
Sunrise Systems (Sunrise Systems)	No Resp
Sunset Glass Tinting (The Film Crew, Inc.)	No Resp
Superior Alarms	No Resp
SUPPLY SIDE USA (SUPPLY SIDE USA)	No Resp
Surveillance Analytics (Advanced Calculations, LLC DBA Surveillance Analytics)	No Resp
Swain Construction Group LLC (Swain Enterprises LLC)	Viewed
SwētSPOT LLC	No Resp
Switch Global (Switch Global LLC)	Viewed
Sword Company	No Resp

Synergy Custom Fixtures	No Resp
Synergy Healthcare LLC	No Resp
Sysco Guest Supply (Guest Supply)	No Resp
SYSTEM CHEMICAL INC	No Resp
T3 Expo, LLC (Chris Valentine)	No Resp
T9 Sports (T9 Sports)	Viewed
Takeform (Quorum Group LLC)	Viewed
Talarai LLC	No Resp
TAM Graphics	No Resp
Tamburro Interiors, LLC (Tamburro Interiors, LLC)	No Resp
Tampon Tribe	No Resp
Taurus Technologies	No Resp
Taylor Brothers Door Lock, LLC (Taylor Brothers Door Lock, LLC)	No Resp
taylor made tees and the sign shop too	No Resp
TB&A Hopsital Television, Inc	No Resp
TBI Solutions, LLC	No Resp
TDCJ/Texas Correctional Industries	No Resp
Team North Texas (Akrongoniaios, Inc.)	No Resp
Technology Express (SOS Computers, LLC)	No Resp
Tejas Office Supplies	No Resp
Tekni-Kut Corporation	Viewed
Teleasy Corp	No Resp
Tempe Mechanical (AWY Holdings Inc.)	Viewed
Temple Display, Ltd.	No Resp
Terry-Durin Company (Terry-Durin Company)	No Resp
Texarkana Tent & Awning (Texarkana Tent & Awning LLC)	Viewed
Texas Hub Biz (Texas Hub Biz)	No Resp
Texas Lighting LLC	No Resp
Texas Metal Works (Texas Metal Works, LTD. Co., LLC)	No Resp
Texas Music Festivals Enterprise, Inc	Viewed
Texas Power Equipment Inc.	No Resp
Texas Resource Marketing LLC	No Resp

Texas Timberjack Inc.	No Resp
Tex-Oma Builders Supply (Greg W. Cox Inc.)	No Resp
TGET, LLC DBA THE TECH GUY (TGET, LLC DBA THE TECH GUY)	Viewed
The Beistle Company	No Resp
The Comfort King (Gideon Lynn LLC)	No Resp
The CourtSmiths (Smith-Wheeler Inc.)	No Resp
The Edu Source Corporation	No Resp
The Enpro Group (Enpro Distributing, Inc.)	No Resp
The Field Shop, Inc.	No Resp
The Kings Midwest Division LLC	No Resp
The Murphy Contracting Company (The Murphy Contracting Company)	No Resp
The Neff Company (Neff Motivation, Inc)	No Resp
The Paper Clip (The Paper Clip)	No Resp
The Planit Room	Viewed
The Scarlette Group	No Resp
The Sign Depot	Unsubm
THE SIGN EXPRESS	No Resp
The Storehouse, Inc.	No Resp
The Supply Room Inc (The Supply Room Inc)	No Resp
The Trade Group	No Resp
Thermflo, Inc.	No Resp
Tidal Wave Wash Supply Inc.	No Resp
Tidewater Boards & Signs Inc.	No Resp
Tiger Supplies	No Resp
TMG Contracting, LLC	No Resp
TMi-ASG (Daikin TMI, LLC)	Viewed
TODAYS OFFICE INC NWA	Fail No Resp
TodoVerde CV LLC	No Bid
Toshiba America Business Solutions, Inc.	Submitt
Toshiba Business Solutions USA, Inc.	No Resp
Total Green Services	No Resp
TRAFFIC LOGIX CORP	No Resp



Trans Lux Energy Corporation		No Resp
Transit Safety and Security Solutions		No Resp
Trans-Lux Midwest Corp		No Resp
TRANSCO LOGISTICS SERVICES (BRAZOS JANITORIAL SUPPLY COMPANY INC. )		No Resp
Transtelco/IP Matrix (Transtelco/IP Matrix)		No Resp
Trantex Transportation Products of Texas Inc.		No Resp
Trigg General Construction, Inc	Fail	No Resp
Trilogie (Trilogie)		No Resp
Trinity Enterprise Group LLC		No Resp
Triple-S Janitorial Supply (Third Gen LLC)		No Resp
TRITON CUSTOM METAL WORKS LLC (TRITON CUSTOM METAL WORKS LLC)		No Resp
Trophy Arts, Inc.		No Resp
Troxell Communications Inc		No Resp
truecolor GRAPHICS FASTSIGNS		Submitte
TS Group, LLC		No Resp
T-Shirts Plus (Michael Tavenner dba)		No Resp
TURNER SIGN SYSTEMS INC (TURNER SIGN SYSTEMS INC)		Viewed
TWIST Integration Solutions Technology (TapeWorks Texas, Inc.)	Warn	No Resp
Two Guys Laser Engraving		No Resp
Two Way Direct		No Resp
Unified Technologies (Unified Tech USA LLC)		No Resp
UNIGUEST (U.S. Hospitality Publishers, Inc)		No Resp
Unistar-Sparco Computers, Inc.		No Resp
United Construction (Dmd Elite LLC)		No Resp
United Manufacturing and Distribution LLC (United Manufacturing and Distribution LL C)		Viewed
United Signs (United Signs)		Viewed
Universal Rental LLC		No Resp
UNX Industries, Inc.		No Resp
UPKEEP PRESERVATION SERVICES LLC		No Resp
Upper Arlington City Schools		No Resp
USA Canvas LLC		No Resp

USI Education & Government Sales (New Precision Technology, LLC)		No Resp
UVC CDE Sanitation Services LLC (Uvc CDE Technology LLC)		No Resp
Uweport LLC		No Resp
Valla Construction		No Resp
Valley Trophies, LLC		No Resp
Vee Model Management Consulting Inc		No Resp
Velocity Business Products (Velocity Office Products, LLC)		No Resp
Victory Designs (Victory Promotional Products LLC)		No Resp
Victory Power Solutions, LLC		No Resp
Video Guidance (Video Guidance.com, Inc.)		No Resp
Videotex Systems, Inc.		No Resp
Virtual Communications Specialists		No Resp
virus solution		No Resp
Visual Techniques		Submitt
VSC Fire and Security		No Resp
W.W. Grainger, Inc. (W.W. Grainger, Inc.)		No Resp
Wagner Construction Services (Wagner Construction Services)	Fail	No Resp
Washington Professional Systems (Levin Professional Services, Inc.)		No Resp
Watchfire Signs (Watchfire Signs)		Viewed
Waterboy Graphics		Submitt
Waterman Construction		No Resp
Watson Cleaning Services, Inc. (paula robertson)		No Resp
WB Contracting Group, Inc.		No Resp
Weathershield Roofing & Repairs (Weathershield Roofing & Repairs)		No Resp
Webb Consolidated Supply		No Resp
Wedge Supply, LLC		No Bid
Weems Asphalt (Weems Asphalt)		No Resp
Wells Truck and Trailer Repair		No Resp
West Allis Blue (West Allis Blueprint & Supply, Inc.)		Viewed
Westco Ventures LLC		No Resp
Western Roof Co. (Bravo Sierra W Holdings LLC)		No Resp
Western Shelter Systems (WS Acquisition LLC)		No Resp

Whatley Sign Company		Unsubm
White Sign Company (White Sign Company)		Viewed
Wiley Calhoon Company, Inc		No Resp
Willdan Performance Engineering (Willdan Group, Inc.)		No Resp
Williams Business Strategies of Oklahoma, LLC		No Resp
Wilson Fire Equipment and Service Co. Inc.		No Resp
Wilson Unlimited, LLC		No Resp
Window Film Dallas		No Resp
Winterguard Tarps (Airbrush Images, Inc.)		No Resp
wireless & IP Technologies (West Indies Technologies LLC)		No Resp
Wolvestown LLC (Wolvestown LLC)		No Resp
Workplace Solutions		No Resp
World Internet Marketing Inc.	Fail	No Resp
World Internet Marketing, Inc.	Fail	No Resp
WTKCC (Woods TurnKey Conglomerate Corporation)		No Resp
YA THECLEANERPRO INC		No Resp
Yakalos (MH America)		No Resp
Young Inc		No Resp
Young Sign Company (Skaggs)		Unsubm
Z SMART		No Resp
Zertuche Construction Texas		No Resp
ZITRO ELECTRIC LLC		No Resp
ZNADESIGN (ZNA GROUP LLC)		No Resp
Zones LLC		No Resp

## Participant Detail

### 1st Ayd Corp (First Aid Corp)

Address:	1325 Gateway Drive PO Box 5298 Elgin, IL 60124 (800) 422-3033	Response Status:	No Response
		Invitation Date:	1/6/2022
		Invitation Emails:	clafferty08@yahoo.com
Participation Type:	Active Supplier		
Email Status:			
Invitation Type:	Automatic		

## Ownership and Self-Certifications

- Any Minority Owned:
  - Any Native American Owned:
    - Tribally Owned
    - Alaskan Native Corp (ANC) Owned
    - Native Hawaiian Org (NHO) Owned
    - Other Native American
  - Other Minority Owned
- Community Development Corporation (CDC) Owned
- Self-Certified Small Disadvantaged Business
- Service Disabled Veteran Owned
- Veteran Owned (including Service Disabled Veteran Owned)
- Any Self-Certified Women-Owned Small Business: ([search help](#))
  - Self-Certified Women-Owned Small Business under the Women-Owned Small Business Program ([more information](#))
  - Self-Certified Economically Disadvantaged Women-Owned Small Business under the Women-Owned Small Business Program
  - Self-Certified Women-Owned Small Business Joint Venture
  - Self-Certified Economically Disadvantaged Women-Owned Small Business Joint Venture

(To start over in this section, if you like, you can use this hotlink: [Clear These Checkboxes](#))

## Specific Nature of Business

- NAICS Codes:  Any  All (slower)  [Help](#)
- "Buy Green" NAICS Codes:  Any  All (slower)  [Help](#)
- Keywords:  Any  All (slower)  [Help](#)

## General Nature of Business

- Manufacturing  Construction  Research & Development  Services

## Minimum Acceptable Bonding Levels

- Construction Bonding Level (per contract)
- Construction Bonding Level (aggregate)
- Service Bonding Level (per contract)
- Service Bonding Level (aggregate)

## Quality Assurance Standards

- ANSI/ASQC Z1.4  ISO-9000 Series  ISO 10012-1  MIL-Q-9858  MIL-STD-45662A

## Size

- At least  No more than
- Employees and/or  Annual Gross Revenue

## Capabilities

- Accepts Government Credit Card?  Required  Not Required
- GSA Advantage Contract?  Required  Not Required
- Exporter?  Yes  Wants to Be  Either  Not Required
- Has an Export Profile in TM OnLine (\*)

(\*) To search the contents of "Export Profiles", use the DSBS-affiliated [Trade Mission Online Search](#) ("TM OnLine").

### Searching for a specific profile

CAGE Code:  [Help](#)

DUNS Numbers:  [Help](#)

8(a) Case Number:

(Note: Searching by name is slower than other criteria.)

Company Name or Trade Name:

- Do "sounds like" matching
- Do "first letters" matching
- Do "contains" matching

### Profile Status

#### Last Updated

On or before  On or after

#### Status

- Active (default)
- Expired Registration in SAM
- Not Fully Registered in SAM

("All" also sets Profile Last Updated to 'On or after 01/01/1900')

### Search Results Display Options

Maximum number of profiles to be returned at a time:

▾

Note: "Show All" shows as many profiles as you're allowed to receive, which may increase that limit to 5000. But due to a database restriction, adding "one-to-many" fields to the profile list (next item), lowers the limit to 1000. Choosing HTML Import format, below, automatically sets "Show All".

Show the following fields in the profile list:

Font Size (these usually affect all formats except HTML Import as text):

Tiny  Small  Normal  Large  XLarge

Format. Show the search results in:

Table format

HTML Import format

Save As...:  .text  .xls (spreadsheet)  
If importing into Windows Excel 2007 or later, answer Yes to the format/suffix dialog.

Mail-merge format

Delimiter:  comma  comma and blank  tab

Vertical format (useful for mobile users)

NOTE: Search results will be randomized by the time of day you press the "Search Using These Criteria" button.

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Garriga Trading Company, Inc. Garriga Paper	Rafael Garcia	<a href="#">URB Industrial Minillas Calle D Ste 320 Bayamon, PR 00959-0000</a>
2	Aviate Enterprises, Inc.	Timothy P Devine	<a href="#">5844 Price Ave McClellan, CA 95652-2407</a>
3	Aantilia LLC	Priyal Agrawal	<a href="#">701 Tillery St Ste 12 Austin, TX 78702-3751</a>

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	DOC Development, Inc.	Radcliff Quarterman	<a href="#">2500 PARK CENTRAL BLVD STE A6 DECATUR, GA 30035-3925</a>

#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Pelican Sales Inc.	Mike J Favreau	<a href="#">2825 Business Center Blvd Ste C9</a> <a href="#">Melbourne, FL 32940-7193</a>



#	Name and Trade Name of Firm	Contact	Address and City, State Zip
1	Pelican Sales Inc.	Mike J Favreau	<a href="#">2825 Business Center Blvd Ste C9 Melbourne, FL 32940-7193</a>
2	Divine Imaging Inc.	KIMBERLY Devane	<a href="#">21323 Pacific Coast Hwy Ste 101 Malibu, CA 90265-5202</a>
3	BSE Performance LLC	ROBIN Sobey	<a href="#">22471 N 82ND Ave Peoria, AZ 85383-2169</a>
4	Sound Masking USA LLC	Debra J Westmoreland	<a href="#">200 Kudu Cove Blanco, TX 78606-6005</a>

Mon 1/10/2022 9:49 AM

J

Jessica.Monreal

Notice of Opportunity

To  Jessica.Monreal

Bcc  Rick Powell;  Sarah Reynolds;  Kristie Collins;  rafael@garrigapaper.com;  devine@aviateinc.com;  compliance@aantilia.com;  rquarterman@doc-development.com;  sales@pelican-sales.com;  sales@pelican-sales.com;  kim@divineimaging.com;  robin@bseperformance.com;  debraw@getsoundmasking.com

Dear Vendor,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to notify SBA vendors of our procurement solicitations. You were registered on the United States Small Business Administration website under one or more of the following NAICS Codes 423990,339950, 423440 which include the topic of this Solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 220102 Signage (2 Part with JOC). You are invited to participate.

<https://tips.ionwave.net/CurrentSourcingEvents.aspx>

Please note that there is no specific project to award. TIPS utilizes IDIQ Contracts, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides an indefinite quantity of supplies or services during a fixed period of time or for the life of the awarded agreement. This solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS Member entity needs the goods or services offered under the agreement.

Thank you,

*Jessica Monreal*

Legal Assistant/Contract Support

**The Interlocal Purchasing System- TIPS**

**Region VIII Education Service Center**

4845 Highway 271 North Pittsburg, TX 75686

Telephone: (866)839-8477

Direct Line: (903) 575-2704

[www.tips-usa.com](http://www.tips-usa.com)

[Jessica.Monreal@tips-usa.com](mailto:Jessica.Monreal@tips-usa.com)

Company Name	Contact Person	Mailing Address	City	State	Zip
TOUCHSTONE RESOURCES LLC	Chinedu Atanmo	13201 NORTHWEST FWY STE 700,	HOUSTON	TX	77040-6
TAYROD LLC	Diana Roderick	4242 KOPPE BRIDGE RD,SUITE 520	COLLEGE STATION	TX	77845-7
Expotech, U.S.A., Inc.	Vijay Dhingra	10700 Rockley Rd.,	Houston	TX	77099-3
PROMO SOLUTIONS	Owner / Stacy Renaë Smoot	11104 WINDJAMMER DR,	FRISCO	TX	75036-9
THE PLAYWELL GROUP, INC.	James Robertson	203A STATE HWY 46 EAST,	BOERNE	TX	78006
PROGRAPHIX	President/Nicki Macfarlane	807 STARK ST,	AUSTIN	TX	78756-1
MORENO SUPPLY, INC.	RALPH MORENO	4140 BILLY MITCHELL DR,	ADDISON	TX	75001-4

INDUSTRIAL SOLUTIONS	Owner/ Paulette Hamilton	PO BOX 170488,	AUSTIN	TX	78717-0
AMERICAN INSTALLATION AND MANAGEMENT, LL	Gary Springer	1407 WOODRIDGE CIR,	EULESS	TX	76040-6
AUSTINTATIOUS ADVERTISING	OWNER/DEBI WITT JONES	12704 PHEASANT RUN,	BUDA	TX	78610-2
A-ALARM FIRE & SECURITY SYSTEMS	President - Cathy Restivo	PO BOX 7654,	WACO	TX	76714-7
CRAGG'S DO IT BEST LUMBER AND	DOUGLAS CRAGG	HOME CENTER II INC.,P O BOX 1689	WIMBERLEY	TX	78676
CRAGG'S DO IT BEST LUMBER AND	Douglas Cragg	HOME CENTER, INC.,21100 STATE HIGHWAY 46 W	SPRING BRANCH	TX	78070-6

UPKEEP PRESERVATION SERVICES LLC	Alexander Marin	7016 HEMLOCK ST,	HOUSTON	TX	77087-1
DEVINE PROMOTIONS & PRINTING, LLC	GAYLYN DEVINE	PO BOX 87355,	HOUSTON	TX	77287-7
G AND G SOURCE	Debra Hill	2613 BEVERLY DRIVE,	FLOWER MOUND	TX	75022
NW DIGITAL WORKS LLC	Managing Member / Cheryl L. Roberts	17006 SEVEN PINES DR, SUITE 100,	SPRING	TX	77379-4
OB TRAFFIC	Chris Arredondo	PO BOX 3263,	SPRING	TX	77383-3
NELSON INTERIORS, LLC	EMILY HOWARD	1914 GRANDSTAND DR,	SAN ANTONIO	TX	78238-4
MOORE FINANCIAL SOLUTIONS, INC.	Cassandra Moore	12014 S SAWTOOTH CANYON DR,	TOMBALL	TX	77377-7

CLOUD CHASERS LLC DBA A B SIGN SHOP	Kara Campbell	5302 BROADWAY ST, GALVESTON	TX	77551-4
SOUTH TEXAS TRAFFIC ALLIANCE		19141 STONE OAK PKWY #104 PMB 91, SAN ANTONIO	TX	78258
PROMO UNIVERSAL, LLC	ANTHONY ANZALDUA	2741 SWANTNER ST, CORPUS CHRISTI	TX	78404-2
XYPLES, LLC	Tochukwu Okonkwor	7600 CHEVY CHASE DR STE 300, AUSTIN	TX	78752-1
HELMY, ASSOCIATES & CO., INC.	Mona Helmy	7334 CARIBOU ST, SAN ANTONIO	TX	78238-1
E&E GROUP INC.	Scott Eldridge	13549 US HIGHWAY 87 S, ADKINS	TX	78101-9
AWARDS OF DISTINCTION, INC.	Burke Paul	16623 SEA LARK RD, HOUSTON	TX	77062-5

SIGN RESOURCE MANAGEMENT, INC.	Pres/Marianne G Koons	PO BOX 147,	GEORGETOWN	TX	78627-0
RUBENS HOUSE OF CLASSICS LLC	Ruben Rodriguez	417 INDIANA AVE,	WICHITA FALLS	TX	76301-1
GT SIGN COMPANY, LLC	VERONICA NUNEZ	PO BOX 1602,	BRYAN	TX	77806-1
P3 IMAGING SOLUTIONS, LLC	Jennifer J.Mery	1211 SAFARI ST,	SAN ANTONIO	TX	78216-2
WENZEL, WENZEL & ASSOCIATES, INC.	President / Connie J. Wenzel	1332 AZALEA LN,	NEW BRAUNFELS	TX	78130-3
CCS PRESENTATION SYSTEMS	Ben Pickrel	20212 HEMPSTEAD RD.,BUIDING 1	HOUSTON	TX	77065
The Abney Group Inc. dba Hightech Signs	Vicky Abney	1707 HYDRO DR.,	AUSTIN	TX	78728-7

KLP COMMERCIAL, LLC	Karen Parker	18013 VORWERK RD, MANOR		TX	78653-3
PS PROMOTIONS, INC.	Paige Sheesley	608 RIDGE VIEW CV, GEORGETOWN		TX	78628-6
HUNTINGTON SKY PRODUCTION, LTD.	Rose Snell/Owner	1611 S. 77 SUNSHINE STRIP,	HARLINGEN	TX	78550
HORIZON BRANDING LLC	BETH MARTINEZ	720 Knickerbocker Rd,	San Angelo	TX	76903-8
BULLCHASE, INC.	Marianne Galea	3000 POLAR LANE SUITE 703,SUITE 703	CEDAR PARK	TX	78613-3
FIREMANS PAVING & SUPPLIES, LLC	Renee Gilmore	2313 E LOOP 820 N,BLDG 26	FORT WORTH	TX	76118-7
OHMAN ENTERPRISE, LLC	PresPatricia A Ohman	9853 IH10 W. STE 102,	SAN ANTONIO	TX	78230-2



ANDY'S CUSTOM SIGNS	ANDREW J PEREZ	243 WARD AVE,	SAN ANTONIO	TX	78223-1
MCALLEN SPORTS, INC.	Jorge Salcines	108 SOUTH 16TH,	MCALLEN	TX	78501
J & M SUPPLY, INC.	Joe R Alvarez	509 RIVER DOWN RD,	GEORGETOWN	TX	78628-8
ROCCA PRODUCTIONS, L.L.C.	Dawn Molinaro	PO BOX 12275,	AUSTIN	TX	78711-2
BATTERIES PLUS BULBS	Susan Bell	4300 W WACO DR,STE A3	WACO	TX	76710-7
METROMARKETING SERVICES, INC.	Pres./Becky Dunn	9219 KATY FREEWAY SUITE 200,	HOUSTON	TX	77024
CASADA INDUSTRIAL	Owner/ERNEST ANGUIANO	PO BOX 203161,	AUSTIN	TX	78720-3
UNITED FIRE SERVICES	Nadia Benavidez	4416 R J JOHNS AVE,	WESLACO	TX	78599-3

JUZAR SULEMANJI DBA T-SHIRTS ETCETERA	Juzar Sulemanji	5201 MITCHELLDALE ST STE B6,SUITE B6	HOUSTON	TX	77092-7
SUNBELT SUPPLY	Karen Strickland	3301 SUNRISE RD,	ROUND ROCK	TX	78665-2
U NAME IT	Marty Roberts	200 S AUSTIN ST,	COMANCHE	TX	76442-3
TRASTAR INC.	President / Peter Piren Tian	860 N DOROTHY DR STE 600,	RICHARDSON	TX	75081-2
ALLTEX SIGNS LLC	Marcie Ulrich Owner	2213 EXECUTIVE DR,	GARLAND	TX	75041-6
MCCARTHY PRINT, INC	Sarah Schenk	1804 CHICON,	AUSTIN	TX	78702-1
UNITY SIGNS SYSTEMS, LLC	AMTUZ ZOHRA MUNNIWALA	9046 LONG POINT RD,	HOUSTON	TX	77055-4
CUSTOM IMPRINT AMERICA	Custom Imprint America	27027 WESTHEIMER PKWY,SUITE 1200	KATY	TX	77494-5

CME PRINTING, INC.	Kristen Malone	8181 COMMERCE PARK DR STE 708,	HOUSTON	TX	77036-7
FMW Distributors, Inc.	Frances Whitehead	58 Brookgreen Circle South,	Montgomery	TX	77356-8
SIMBA INDUSTRIES	Owner/Vickie Kasten	PO BOX 3141,	GRAPEVINE	TX	76099-3
TEESTOGO	Shera Lynn	2805 MITCHELL ST STE 702,	GREENVILLE	TX	75402-8
PRESLEY DESIGN STUDIO, L.C.	Pres./Heather Presley	109 WATER ST,	BELTON	TX	76513-3
Ten400, LLC	Elizabeth Williams	PO Box 90235,	San Antonio	TX	78209-9
LIBERTY EQUIPMENT SALES, INC.	President / Cynthia R Leftwich	15115 CLAYPOOL ST,	HOUSTON	TX	77032-2
Viewtech Group, LLC	Miki Clement	950 E STATE HIGHWAY 114 SUITE 160,	SOUTHLAKE	TX	76092

LAMONT BRANDS, INC.	Jerry Lamont	920 GEMINI ST,	HOUSTON	TX	77058-2
IDEAL SIGNS;LLC	President/Michele Dillon	79 EASTVIEW DR STE 101,	GEORGETOWN	TX	78626-3
LED OEM PARTNERS LLC	Nancy Anderson	11857 CUTTEN RD,	HOUSTON	TX	77066
ROMAN'S FIRE & ALARM INCORPORATED	AMANDA L. MARTINEZ	PO BOX 6873,	CORPUS CHRISTI	TX	78466-6
ELECTROTECHNICS CORPORATION INC.	April Spears	1310 COMMERCE ST,	MARSHALL	TX	75672-9
LKT & ASSOCIATES, LLC	Lynda K. Thomas	PO BOX 668,	MELISSA	TX	75454-0
NPCI HOLDINGS, LLC	Deborah Wells	5114 GIBSON CT,	GRANBURY	TX	76049-1
KNOWVINE INC. DBA SIGN-UPS AND	Shuchi Sue Sharma	1213 WEST LOOP NORTH FWY,SUITE 180	HOUSTON	TX	77055-8

MCCAFFETY ELECTRIC CO., INC.	Pam Barnes	PO BOX 163,	HUNTSVILLE	TX	77342-0
S2 Rentals & Sales	Suzette Cole	1050 River Glen West,6339 FM 1102	San Antonio	TX	78216-7
Trinity Enterprise Group, LLC	Mark Gonzales	400 S ZANG BLVD STE 240,	DALLAS	TX	75208-6
CONVENTION & EXPO MANAGEMENT	MARIO A. RODRIGUEZ	SERVICES, LLC,PO BOX 1547	AUSTIN	TX	78767
Wilkins & Associates, Inc., dba Artwin G	Marilyn Wilkins	1128 PASADENA BOULEVARD,	PASADENA	TX	77506-4
ADVANTAGE SUPPLY	Carol Bane	PO BOX 100695,	FORT WORTH	TX	76185-0
HOUSTON CHEM SAFE, INC. DBA HCS SUPPLIES	Mary Scaggs	11430 SLASH PINE PL,	THE WOODLANDS	TX	77380-1

RICOCHET PROMOTIONS LLC	Dennis Spencer	PO BOX 2851,	PFLUGERVILLE	TX	78691-2
Absolute Color Mailplex	Christy Nguyen	11101 Ella Blvd,	Houston	TX	77067-4
GUEVARA-PEREZ, INC	Daniel Guevara	5411 S SHADY CREEK DR,	HOUSTON	TX	77017-7
PDN SSL, LLC DBA SUPERIOR SIGN &	Alex Del Moral	LIGHTING,11445 CEDAR OAK DR	EL PASO	TX	79936-6
Gilbreath Communications, Inc.	Audrey Gilbreath	15995 N. Barkers Landing, Ste. 100,	Houston	TX	77079-8
JACKRABBIT MANUFACTURING LLC	Devin Gerland	1720 FOUNTAIN AVE,	BRYAN	TX	77801-1
VOLCAN MANUFACTURING, LLC	Jennifer Anthony	326 W NAKOMA ST,	SAN ANTONIO	TX	78216-2
1 TO 1 PRINTERS, L.L.C.	Axel Krayner	15031 WOODHAM DR., STE 370,	HOUSTON	TX	77073-6

RODRIGUEZ ENGINEERING BRIDGE INSPECTIONS	Andrew Rodriguez	8137 OSBORNE DR,	AUSTIN	TX	78729-8
ACP INTERNATIONAL, INC.	Ron Bates	521 N GREAT SOUTHWEST PKWY,	ARLINGTON	TX	76011-5
TRAFCO INDUSTRIES, INC.	Stacy A Melintz	413 W MAIN ST,	EAGLE LAKE	TX	77434-2
INNOVATIVE SIGN SOLUTIONS, LLC	Charlos A. Middleton	1850 N GREENVILLE AVE SUITE 174,	RICHARDSON	TX	75081-6
EAGLE TRAFFIC, SIGNS & SAFETY, L.L.C.	Betty J Patterson	PO BOX 750187,	HOUSTON	TX	77275-0
TORREY LIFESTYLE INVESTMENTS, LLC	Lisa Torrey	30 N SWANWICK PL,	THE WOODLANDS	TX	77375-4

BQR ADVERTISING AND PUBLIC RELATIONS, IN	Vicki A. Roy	2500 TANGLEWILDE ST STE 105,	HOUSTON	TX	77063-2
CARLTON INDUSTRIES LP	Carlton, Kay	4225 W STATE HIGHWAY 71,	LA GRANGE	TX	78945-5
BIG HIT PRODUCTIONS, INC.	Owner/Glenn Bradley	PO BOX 851952,	MESQUITE	TX	75185-1
JOY PROMOTIONS, INC.	Donna Green Clemons	8787 N. STEMMONS FRWY.,#220	DALLAS	TX	75247-3
DESIGN A SIGN	Katherine Carrasco	13409 COUNTY ROAD 511,	VENUS	TX	76084-3
AGGTOWN GRAPHICS, LLC	Aggtown Graphics, LLC	2238 MICHIGAN AVE STE J,2238-J MICHIGAN AVE.	ARLINGTON	TX	76013-5



TOXEY MCMILLAN DESIGN ASSOCIATES, LLC	Anne Toxey	218 WASHINGTON,	SAN ANTONIO	TX	78204-1
TEXAS SITE SERVICES, LLC	Dax Winslett	518 PERSIMMON TRL,	NEW BRAUNFELS	TX	78130-6
P.D. MORRISON ENTERPRISES, INC.	Laurie Helton	1120 TORO GRANDE DR., BLDG. 2, STE. 208,	CEDAR PARK	TX	78613
EVCO PARTNERS, L.P. DBA	Donna Hanson President	BURGOON COMPANY,PO BOX 290	TEXAS CITY	TX	77592-0

Mon 1/10/2022 11:26 AM

J

Jessica.Monreal

HUB Notice of Opportunity

To  Jessica.Monreal

Rick Powell;  Sarah Reynolds;  Kristie Collins;  catanmo@bakken-er.com;  diana@roderickfamily.com;  abhishek@expotechusa.com;  stacy.nwpromo@att.net;  
 james@playwellgroup.com;  nicki@pgaustin.com;  ralphellenmoreno@msn.com;  paulette@indsolutions.biz;  Gary@aimgraphicsco.com;  tatiou@aol.com;  
 cathy.restivo@a1firesec.com;  CRAGGSDIB@GVTC.COM;  craggsdib@gvtc.com;  Amupkeep@gmail.com;  GAYLYN@DEVINEPROMOTIONS.COM;  gandg\_source@yahoo.com;  
 cheryl@nwdigitalworks.com;  bids@trafficob.com;  Emily@nelsoninteriors.com;  cassandra@moorefinancialsolutions.net;  signs@absignshop.com;  agray@sobxta.com;



Dear Vendor,

You were registered on the State of Texas CMBL website under one or more of the following NIGP codes 801,550-89,550-90 which include the topic of the following solicitation.

The Interlocal Purchasing System (TIPS) has available now, at the link below, Solicitation 220102 Signage (2 Part with JOC). You are invited to participate.

<https://tips.ionwave.net/CurrentSourcingEvents.aspx>

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Thank you,

*Jessica Monreal*

Legal Assistant/Contract Support

**The Interlocal Purchasing System- TIPS**

**Region VIII Education Service Center**

4845 Highway 271 North Pittsburg, TX 75686

Telephone: (866)839-8477

Direct Line: (903) 575-2704

[www.tips-usa.com](http://www.tips-usa.com)

Mon 1/10/2022 9:05 AM

J

Jessica.Monreal

**Notice of Opportunity January 2022**

To [ray@mbdadallas.com](mailto:ray@mbdadallas.com); [admin@mbdadallas.com](mailto:admin@mbdadallas.com)

Bcc [Rick Powell](#); [Sarah Reynolds](#); [Kristie Collins](#)

Dear MBDA,

The Interlocal Purchasing System (TIPS) is required under Federal regulations to work with the MBDA in an effort to notify potential vendors of our procurement solicitations.

You are invited to notify and encourage the companies you assist to participate in these opportunities. TIPS present procurement solicitations are available at the following link:

<https://www.tips-usa.com/rfp.cfm>.

Thank you,

*Jessica Monreal*

Legal Assistant/Contract Support

**The Interlocal Purchasing System- TIPS**

**Region VIII Education Service Center**

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[www.tips-usa.com](http://www.tips-usa.com)

[Jessica.Monreal@tips-usa.com](mailto:Jessica.Monreal@tips-usa.com)

# TIPS VENDOR AGREEMENT

## PART 1 ONLY

Between Redmont Sign dba Stewart Signs and  
(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RFP 220102 Signage (2 Part with JOC) - PART 1 ONLY

#### 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 three (3) 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 three-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 “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 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 three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 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, 2024 in this example.*

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

**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

### 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. 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 220102 Signage (2 PART with JOC) PART 1 ONLY

Company Name Redmont Sign dba Stewart Signs

Address 2201 Cantu Court, Suite 215

City Sarasota State FL Zip 34232

Phone 800-237-3928 Fax \_\_\_\_\_

Email of Authorized Representative josh.brasher@stewartsigns.com

Name of Authorized Representative Joshua Brasher

Title President

Signature of Authorized Representative *Joshua Brasher*

Date 2/2/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 3-24-2022

## **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.





**220102**  
**Stewart Signs**  
**Redmont Signs**  
**Supplier Response**

**Event Information**

Number: 220102  
Title: Signage (2 Part with JOC)  
Type: Request for Proposal  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

**IF YOU CURRENTLY HOLD TIPS CONTRACT 190102 SIGNAGE ("190102"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SIGNAGE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 190102.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 190102 WHICH COVERS ALL OF YOUR SIGNAGE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## **Contact Information**

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

## Stewart Signs Information

Contact: Kate Cleaver  
Address: 2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: (800) 237-3928  
Email: contractmanager@stewartsigns.com  
Web Address: <https://www.stewartsigns.com>

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

Kate Cleaver  
*Signature*

CONTRACTMANAGER@stewartsigns.com  
*Email*

Submitted at 2/17/2022 1:33:33 PM

## Requested Attachments

### Agreement Signature Form PART 1 ONLY

Vendor Agreement Part 1.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.

### Vendor Agreement PART 1 ONLY

Vendor Agreement Part 1.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.

### Vendor Agreement PART 2 ONLY

Vendor Agreement Part 2.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form PART 2 ONLY

Vendor Agreement Part 2.pdf

If proposing on Part 2, 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 PART 1 ONLY

220102 Pricing Form 1 PART 1 ONLY.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2 PART 1 ONLY

220102 Pricing Form 2 PART 1 ONLY.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.

**Non-Prepriced Items**

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

**Reference Form (PARTS 1 & 2)**

Stewart Signs - TIPS 220102 Reference\_Form.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

**Proposed Goods and Services**

Links to Stewart Signs Catalogs.docx

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***No response*

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.

**Supplementary***No response*

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**All Other Certificates***No response*

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)  
DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks***No response***Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS***No response*

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

**Certificate of Corporate Offerer - COMPLETE ONLY IF OFFERER IS A CORPORATION***No response*

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

**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"***No response*

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 Form**

Stewart Signs\_20220202\_100645.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.

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

**Current W-9 Tax Form**

W9 Signed 1-1-22.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.

**Response Attachments**

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**ACORD Form 20220124-151233.pdf**

Insurance Requirements

**Tips Price List 2.2.22.xlsx**

Tips Pricing

**Bid Attributes**

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<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="Stewart Signs is a national sign company with a local approach. Since 1968, we've provided signs for tens-of-thousands of satisfied customers, including churches, schools, businesses, military installations, civic organizations and municipalities across the country and around the world. We build institutional-grade outdoor LED signs, changeable letter signs, identification signs and more."/>

6	<p><b>Primary Contact Name</b></p> <p>Primary Contact Name</p> <input type="text" value="Kate Cleaver"/>
7	<p><b>Primary Contact Title</b></p> <p>Primary Contact Title</p> <input type="text" value="Contract Manager"/>
8	<p><b>Primary Contact Email</b></p> <p>Primary Contact Email</p> <input type="text" value="contractmanager@stewartsigns.com"/>
9	<p><b>Primary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="9418671868"/>
10	<p><b>Primary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="No response"/>
11	<p><b>Primary Contact Mobile</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="No response"/>
12	<p><b>Secondary Contact Name</b></p> <p>Secondary Contact Name</p> <input type="text" value="Candi Chamberlain"/>
13	<p><b>Secondary Contact Title</b></p> <p>Secondary Contact Title</p> <input type="text" value="Controller"/>
14	<p><b>Secondary Contact Email</b></p> <p>Secondary Contact Email</p> <input type="text" value="cchamberlain@stewartsigns.com"/>
15	<p><b>Secondary Contact Phone</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="9418671863"/>
16	<p><b>Secondary Contact Fax</b></p> <p>Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477</p> <input type="text" value="No response"/>

<b>17</b>	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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<b>18</b>	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Kate Cleaver"/>
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<b>19</b>	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="contractmanager@stewartsigns.com"/>
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<b>20</b>	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9418671868"/>
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<b>21</b>	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Rob Banks"/>
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<b>22</b>	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="rbanks@stewartsigns.com"/>
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<b>23</b>	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8882373928"/>
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<b>24</b>	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="https://www.stewartsigns.com"/>
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<b>25</b>	<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 type="text" value="Stewart Signs"/>
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<b>26</b>	<b>Primary Address</b> Primary Address <input type="text" value="2201 Cantu Court, Suite 215"/>
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<b>27</b>	<b>Primary Address City</b> Primary Address City <input type="text" value="Sarasota"/>
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28	<b>Primary Address State</b>
	Primary Address State (2 Digit Abbreviation)
<input type="text" value="FL"/>	

29	<b>Primary Address Zip</b>
	Primary Address Zip
<input type="text" value="34232"/>	

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. <b>YOU MAY NOT LIST NON-CATEGORY ITEMS.</b> (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)
<input type="text" value="stewart signs, church signs, led signs for business, church signs, digital church sign, digital church signs, led signs, outdoor commercial signs, digital signs, outdoor led signs, led business sign, stewart sign company, outdoor digital signs, marquee sign, digital signs for churches, school marquee, electronic marquee sign, electronic church signs, led outdoor signs for business, church outdoor signs, signs, outdoor digital signs for business, outdoor digital signs for churches, stewart church signs, digital signs outdoor, stewart signs clanton al, church signs for sale, electronic signs for sale, digital billboard, electronic signs, church digital signs, building signs, marquee signs, outdoor digital signs, business led signs, digital billboard, digital signs for churches, digital signs outdoor, outdoor digital signs, programmable led signs outdoor, outdoor digital signs for churches, electronic signs near me, digital signs for businesses, church signs for sale, digital signs outdoor, digital church signs prices, electronic church signs, outdoor church signs prices, outdoor digital signs, store signs, electronic message boards, stewart signs complaints, sign company near me, led church signs, outdoor led signs for business, outdoor church signs, stewartsignscom, outdoor led signs, lighted church signs, affordable outdoor church signs near me, digital outdoor signs, store front signs, digital sign companies near me, business sign maker, business signs outdoor lighted, led sign for business, electronic church signs prices, electronic billboards, digital outdoor signage, marquee signs for schools, outdoor led sign, church sign companies near me, digital church signs, digital marquee signs for schools, church marquee signs for schools, church marquee signs, digital church signs, digital outdoor signs, digital marquee, led signs for business, church sign, digital signs for businesses, digital billboard cost, church sign up, church signs, sign companies near me, watchfire signs, electronic church signs, outdoor electronic signs for businesses, ebsco signs, digital signs for churchs, outdoor business sign, electronic marquee signs, affordable outdoor church signs, lighted signs, programmable led signs for business, weatherproof outdoor signs, monument signs, digital road sign, school signs"/>	

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"/>	



3  
2 **Yes - No**

Certification of Residency - 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. Does not affect scoring with TIPS.

3  
3 **Company Residence (City)**

Vendor's principal place of business is in the city of?

3  
4 **Company Residence (State)**

Vendor's principal place of business is in the state of?

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

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

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

If awarded on PART 1, 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.

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

3  
6 **MINIMUM Discount Term**

If awarded on PART 1, 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 on PART 1. 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.

**37 Yes - No**

If awarded on Part 1 of the 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 PART 1 of the Vendor's TIPS Contract, if any.

"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.

**38 TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

**39 REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

**What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

**40 REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

**What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

**4**  
**1** **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

**YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

**What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

Example: if you are proposing a 30 percent markup, please insert the number "30". Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

**YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

**4**  
**2** **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, 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**  
**3** **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

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**  
**4** **Yes - No**

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

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

Years in business as proposing company?

4  
6

**Resellers:**

If awarded on PART 1, 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, as 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.

(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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**Right of Refusal**

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.

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

4  
9

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

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

<b>50</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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<b>51</b>	<b>Regulatory Standing</b> 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. <input type="text" value="Yes"/>
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<b>52</b>	<b>Regulatory Standing</b> Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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<b>53</b>	<b>Antitrust Certification Statements (Tex. Government Code § 2155.005)</b> 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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**5**  
**4** **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.

**5**  
**5** **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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### **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 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)

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### **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.

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**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?

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**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?

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**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?



**6**  
**1** **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?

**6**  
**2** **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?

**6**  
**3** **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?

**6 4 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?

**6 5 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?

**6 6 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 7 2 CFR PART 200 Equal Employment Opportunity**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

**6 8 2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.] Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

**6 9 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?

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**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.

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**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?

Yes

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### **Certification Regarding Lobbying**

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

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

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

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

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

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

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### **Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

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

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

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

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5 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 ABOVE QUESTIONS 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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6 If proposing on PART 2, Davis-Bacon Act compliance.**

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

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7** **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."

Do you agree to these terms?

Yes, I Agree (Yes)

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8** **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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9** **Remedies Explanation of No Answer**

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0** **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?

<b>8</b> <b>1</b>	<b>Venue, Jurisdiction and Service of Process</b> <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Agreed"/>
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<b>8</b> <b>2</b>	<b>Alternative Dispute Resolution Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>3</b>	<b>Infringement(s)</b> <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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<b>8</b> <b>4</b>	<b>Infringement(s) Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>5</b>	<b>Acts or Omissions</b> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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<b>8</b> <b>6</b>	<b>Acts or Omissions Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>7</b>	<b>Contract Governance</b> <p>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.</p> <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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## 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)

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## 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.

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**9 2 Texas Government Code 2270 & 2270 Verification Form**

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.

YES

**9 3 Logos and other company marks**

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

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

<b>9 4</b>	<b>Solicitation Deviation/Compliance</b> Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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<b>9 5</b>	<b>Solicitation Exceptions/Deviations Explanation</b> 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. <input type="text" value="No response"/>
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<b>9 6</b>	<b>Agreement Deviation/Compliance</b> Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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<b>9 7</b>	<b>Agreement Exceptions/Deviations Explanation</b> 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. <input type="text" value="No response"/>
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<b>9 8</b>	<b>Felony Conviction Notice</b> 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. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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**99** **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).

**100** **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.

**101** **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.

**102** **Choice of Law clauses for 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.

**103** **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.

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### 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.**

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### 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?

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

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### 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.

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### 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).

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**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.

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**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, 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.

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**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.



TIPS RFP 220102 Signage (2 Part with JOC)

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.**

REFERENCES

Please provide five (5) references from five different entities, preferably from school districts or other governmental entities the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than five (5) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Nash-Rocky Mount Public Schools	Dennis Fields	<a href="mailto:defields@ncpschools.net">defields@ncpschools.net</a>	252-903-2739
Catawba County Schools	Kevin Moretz	<a href="mailto:kevin_moretz@catawbaschools.net">kevin_moretz@catawbaschools.net</a>	828-302-3137
Thomato Thyme	Lisa Chatley	<a href="mailto:lchatley@tomatothymecorp.com">lchatley@tomatothymecorp.com</a>	813-245-4451
Duval county	Raul Garcia	<a href="mailto:raulgarcia@duvalcad.org">raulgarcia@duvalcad.org</a>	361-279-3305
Magnet School for Math and Science- PS/	Susan Perez	<a href="mailto:sperez56@schools.nyc.gov">sperez56@schools.nyc.gov</a>	718-633-3061

**Required Confidential Information Status Form**

**Redmont Sign dba Stewart Signs**

Name of company

**Joshua Brasher, President**

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

2201 Cantu Court, Suite 215

Sarasota

FL 34232

800-257-3828

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 information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy** of all claimed confidential materials within your proposal and put this **COMPLETED** form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**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 Joshua Brasher Date 2/2/2022

Links to Stewart Signs Catalogs:

Church Sign Catalog [https://www.stewartsigns.com/assets/catalogs/church\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/church_signs.pdf)

School Sign Catalog [https://www.stewartsigns.com/assets/catalogs/school\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/school_signs.pdf)

Municipal & Civic Sign Catalog [https://www.stewartsigns.com/assets/catalogs/municipal\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/municipal_signs.pdf)

Sign Catalog [https://www.stewartsigns.com/assets/catalogs/sign\\_catalog.pdf](https://www.stewartsigns.com/assets/catalogs/sign_catalog.pdf)



4845 US Hwy 271 North | Pittsburg, TX 75686

[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

December 17, 2021

The Journal Record  
TWO LEADERSHIP SQUARE  
211 North Robinson Avenue, Suite #201S  
Oklahoma City, OK 73102

Please print the following **LEGAL NOTICE:** **Thursday, January 6, 2022 AND Thursday, January 13, 2022.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**220101** Safety Equipment, Supplies and Services

**220102** Signage (2 Part with JOC)

**220103** Catering- Food and Non-Alcoholic Drink

**220104** Energy Savings Performance Contracts

**220105** Technology Solutions Products and Services

**220106** Comprehensive HVAC (2 Part with JOC)

**220107** Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***“Connecting Members and Vendors Together”***

# Journal Record Publishing Company

211 N Robinson, Suite 201S

Oklahoma City, OK 73102

## PUBLISHER'S AFFIDAVIT

Page 1 of 1

<b>SOLICITATIONS</b>	
01/06/2022	01/13/2022
220101 220102 220103 220104 220105 220106 & 220107; Bid Location Camp County;	

**NUMBER**

**PUBLICATION DATES**

### LEGAL NOTICE

STATE OF OKLAHOMA

} **S.S.**

COUNTY OF OKLAHOMA

I, of lawful age, being duly sworn, am a legal representative of The Journal Record of Oklahoma City, Oklahoma, a daily newspaper of general circulation in Oklahoma County, Oklahoma, printed in the English Language and published in the City of Oklahoma City, in Oklahoma County, State of Oklahoma, continuously and uninterruptedly published in the County for a period of more than 104 consecutive weeks prior to the first publication of the attached notice, and having a paid general subscription circulation therein and with admission to the United States mails as paid second-class mail matter.

That said notice a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement on the ABOVE LISTED DATE(S).


(MS12061769)

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 22010 Safety Equipment, Supplies and Services
- 220102 Signage (2 Part with JOC)
- 220103 Catering - Food and Non-Alcoholic Drink
- 220104 Energy Savings Performance Contracts
- 220105 Technology Solutions Products and Services
- 220106 Comprehensive HVAC (2Part with JOC)
- 220107 Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 PM** local time. Call 866-839-8477 for problems with the website or questions.

(1-6, 1-13-22)

  
 \_\_\_\_\_  
 Jennifer Rogers, Public Notice Coordinator

Subscribed and sworn before me this 13th day of January, 2022

  
 \_\_\_\_\_  
 MaRanda Beeson, Notary Public



Comission Number: 10001243  
 My Comission Expires: 02/18/2022

Order Number

12061769

Publisher's Fee

\$ 25.81



4845 US Hwy 271 North | Pittsburg, TX 75686

[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

December 17, 2021

Pittsburg Gazette  
112 Quitman Street  
Pittsburg, TX 75686

Please print the following **LEGAL NOTICE: Thursday, January 6, 2022 AND Thursday, January 13, 2022.**

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***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***“Connecting Members and Vendors Together”***

# The Pittsburg Gazette

## AFFIDAVIT OF PUBLICATION


State of Texas  
(County of Camp)

Before me, the undersigned authority, on this day personally appeared **Sarah Stence**, Office Manager of *The Pittsburg Gazette*, a weekly newspaper of general circulation published at Pittsburg in Camp County, Texas, who deposes and says that the advertisement was published in the regular issue(s) of *The Pittsburg Gazette* on January 6 & January 13, 2022.

Signed   
Sarah Stence

STATE OF TEXAS  
COUNTY OF CAMP

Sworn to and subscribed before me on this 21<sup>st</sup> day of January, 2022, by Sarah Stence.

  
Notary Public

My commission expires: 8/7/23



**NE Texas**  
CAMP • TITUS • MORRIS

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POWERED BY: The Pittsburg Gazette • Mount Pleasant Tribune • The Steel Country Bee

**LEGAL**

**NOTICE TO CREDITORS**  
Notice is hereby given that original Letters of Independent Administration for the Estate of **REX COLEMAN CHRISTOPHER**, Deceased, were issued on December 1, 2021, under Docket No. P-21-10251, pending in the County Court of Camp County, Texas, to: **BILLY CHRISTOPHER, JR.**  
Claims may be presented in care of the attorney for the Estate addressed as follows:  
Representative,  
Estate of Rex Coleman Christopher, Deceased  
c/o Ramsey R. Strube  
114 College Street  
Pittsburg, Texas 75686  
All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.  
**DATED** this 28th day of December, 2021.  
By: *RJS*  
**RAMSEY R. STRUBE**  
Attorney for Applicant  
State Bar No. 18047500  
114 College Street  
Pittsburg, Texas 75686  
903-856-6615  
Fax No. 903-856-7234  
rstrube@strubelawoffice.com

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:  
**220101 Safety Equipment, Supplies and Services**  
**220102 Signage (2 Part with JOC)**  
**220103 Catering- Food and Non-Alcoholic Drink**  
**220104 Energy Savings Performance Contracts**  
**220105 Technology Solutions Products and Services**  
**220106 Comprehensive HVAC (2 Part with JOC)**  
**220107 Trades, Labor, and Materials (2 Part with JOC)**  
Proposals are due and will be opened on February 18, 2022 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

**COMMERCIAL PROPERTY**  
For Lease - NTRO, LLC  
Retail suites available for lease. 208 Alexander Road Mount Pleasant. 1,500 square feet or 3,000 square feet. Overlooks Walmart parking lot. Built in 2019/2020. Owner, 972-965-9276

**FOR RENT**

**Walker Creek Village**  
22 PR 54607  
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• Multi-Family Affordable Housing  
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FOR RENT: Mobile Home, 2 bdr, 1 bath. Water, trash service and yard work furnished. NO pets, no smoking inside. \$600/month, \$400/ security deposit.  
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Starts from \$4.99 per box size.  
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**TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK**  
**TexSCAN Week of Jan. 2-8, 2022**

**ACREAGE**  
Hunting investment/recreational property. Starting at \$650/acre. Trans Pecos region. Also the Hill Country (Edwards, Menard, Coke, Val Verde Counties - free ranging exotics), South Texas (Daval County - whitetail, hogs). Large or small acreage. 30-year fixed rate owner financing, only 2% down. Call toll-free or email for individual prices and terms. [www.ranchenterprisesdhd.com](http://www.ranchenterprisesdhd.com), 800-876-9720.

**EVENTS**  
**Bob's Baseball Tours** - Field of Dreams Tour Aug. 15-21, 2022; Home games for Chicago (Cubs/White Sox), Brewers and Twins. Also a visit to the Field of Dreams movie site. Tour begins/ends in Minnesota. New York/New England Fall Foliage Tour Sept. 26-Oct. 2, 2022; Home games for New York (Yankees/Mets) and Red Sox. Guided Tour of NYC, free time in Boston. Trolley Tour in Maine, travel through White Mountain National Forest in New Hampshire & scenic train ride in Vermont. Tour begins/ends in Newark, NJ. Tours include deluxe motor coach transportation, additional sightseeing opportunities and quality game tickets/hotels. FREE brochure: 507-217-1326.

**GENERATORS**  
GENERAC Standby Generators provide backup power during utility power outages, so your home and family stay safe and comfortable. Prepare now. Free 7-year extended warranty (\$699 value!). Request a free quote today! Call for additional terms and conditions. 855-704-8579.

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**THE PITTSBURG GAZETTE is seeking an ADVERTISING REPRESENTATIVE for the Pittsburg area.**

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**LEGAL**      **FOR RENT**      **STORAGE**      **WE BUY BANK STOCK!**

**NOTICE TO CREDITORS**  
 Notice is hereby given that original Letters of Independent Administration for the Estate of **TERI A. MUNKE**, Deceased, were issued on December 16, 2021, under Docket No. P-21-10276, pending in the County Court of Camp County, Texas, to: **HERBERT J. MUNKE, JR.**  
 Claims may be presented in care of the attorney for the Estate addressed as follows:  
 Representative,  
 Estate of Teri A. Munke, Deceased  
 c/o Ramsey R. Strube  
 114 College Street  
 Pittsburg, Texas 75686  
 All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.  
 DATED this 30th day of December, 2021.  
 By: *[Signature]*  
**RAMSEY R. STRUBE**  
 Attorney for Applicant  
 State Bar No. 18047500  
 114 College Street  
 Pittsburg, Texas 75686  
 903-856-6615  
 Fax No. 903-856-7234  
 rstrube@strubelawoffice.com

**NOTICE TO CREDITORS**  
 Notice is hereby given that original Letters of Independent Administration for the Estate of **RICHARD STANLEY DYER**, Deceased, were issued on December 15, 2021, under Docket No. P-21-10273, pending in the County Court of Camp County, Texas, to: **DONALD R. "BOBBY" STARKS**.  
 Claims may be presented in care of the attorney for the Estate addressed as follows:  
 Representative,  
 Estate of Richard Stanley Dyer, Deceased  
 c/o Ramsey R. Strube  
 114 College Street  
 Pittsburg, Texas 75686  
 All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law.  
 DATED this 30th day of December, 2021.  
 By: *[Signature]*  
**RAMSEY R. STRUBE**  
 Attorney for Applicant  
 State Bar No. 18047500  
 114 College Street  
 Pittsburg, Texas 75686  
 903-856-6615  
 Fax No. 903-856-7234  
 rstrube@strubelawoffice.com

**STRUBE PROPERTIES**  
**903-563-1317**  
 2 BR - Northtown Apts.  
 1 BR - Village Apts.

**Pittsburg Storage**  
 Sizes from 5x10 to 10x20  
**903-563-1317**

**EZ SELF STORAGE**  
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 Clean, insulated, card operated security gates.  
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 • Appliances  
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[www.CampCountyNow.com](http://www.CampCountyNow.com)

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 In Any Area!!! Any Condition!!!  
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 No Title - No Problem - We Can Apply For One  
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 January 22, 2022 • 12:00 Noon  
 El Campo Livestock Auction, El Campo, TX  
**EXPECTING 100 BULLS**  
 Also selling a group of select females  
 FOR INFORMATION:  
**cattlemansale@gmail.com**  
 Adrian Knight TX Lic #11102      Kelly Conley TX Lic #9508  
**903-452-7591      903-850-3449**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 220101** Safety Equipment, Supplies and Services
- 220102** Signage (2 Part with JOC)
- 220103** Catering- Food and Non-Alcoholic Drink
- 220104** Energy Savings Performance Contracts
- 220105** Technology Solutions Products and Services
- 220106** Comprehensive HVAC (2 Part with JOC)
- 220107** Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on February 18, 2022 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

**FREE**  
 Free. Ovation Model 728 tanning bed in working condition. Just come pick it up and it's yours. Call: 646-265-7178

**FOR RENT**  
 FOR RENT: Mobile Home, 2 bdr, 1 bath. Water, trash service and yard work furnished NO pets, no smoking inside. 903-856-7816

**COMMERCIAL PROPERTY**  
 For Lease - NTRQ, LLC  
 Retail suites available for lease. 208 Alexander Road Mount Pleasant. 1,500 square feet or 3,000 square feet. Overlooks Walmart parking lot. Built in 2019/2020. Owner, 972-965-9276

**PETS FOR SALE**  
 AKC registered miniature pincher puppies, all females. \$850. 903-572-6297 or 903-563-2294.

**SERVICES**  
 H & S House Leveling; Foundation repair, 25 yrs. exp. free est. 903-784-1849 or 903-782-4347.

**TEXAS STATEWIDE CLASSIFIED ADVERTISING NETWORK**  
  
 TexSCAN Week of Jan. 9-15, 2022

**ACREAGE**  
 Hunting investment recreational property. Starting at \$650/acre. Trans Pecos region. Also the Hill Country (Edwards, Menard, Coke, Val Verde Counties - free ranging exotics). South Texas (Duval County - whitetail, bagg). Large or small acreage. 30-year fixed rate owner financing, only 5% down. Call toll-free or email for individual prices and terms. [www.ranchestatesales.com](http://www.ranchestatesales.com), 800-876-9720

**AUCTION**  
 44th Annual Cattleman Bull & Female Sale - Jan. 22, Noon. Expecting 100 bulls. Also selling a group of select females. El Campo Livestock Auction, El Campo, TX. Info: [cattlemansale@gmail.com](mailto:cattlemansale@gmail.com); Adrian Knight TX Lic. #11102, call 903-452-7591; Kelly Conley TX Lic. #9508, call 903-850-3449.

**GENERATORS**  
 GENERAC Standby Generators provide backup power during utility power outages, so your home and family stay safe and comfortable. Prepare now. Free 7-year extended warranty (\$695 value!). Request a free quote today! Call for additional terms and conditions. 855-704-8579

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 Need Extra Cash - I Buy RVs & Mobile Homes - Travel Trailers, 5th Wheels, Goosenecks, Bumper Pulls. In Any Area, Any Condition - Old/New, Dirty or Clean! I PAY CASH. No Title - No Problem, we can apply for one. ANR Enterprises, 956-466-7001.

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**THE PITTSBURG GAZETTE** is seeking an **ADVERTISING REPRESENTATIVE** for the Pittsburg area.

No experience needed. Training will be provided.

Please send your resume to [kenny@tribnow.com](mailto:kenny@tribnow.com)

**Benefits Include:**

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- Paid time off
- Hourly pay
- Commission
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[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

December 17, 2021

Don Whitman  
Russell Johns Associates LLC  
1001 S Myrtle Ave. Suite 7  
Clearwater, FL 33756

Please print the following **LEGAL NOTICE:** **Thursday, January 6, 2022 AND Thursday, January 13, 2022.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**220101** Safety Equipment, Supplies and Services

**220102** Signage (2 Part with JOC)

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**220104** Energy Savings Performance Contracts

**220105** Technology Solutions Products and Services

**220106** Comprehensive HVAC (2 Part with JOC)

**220107** Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***“Connecting Members and Vendors Together”***

January 14th, 2022

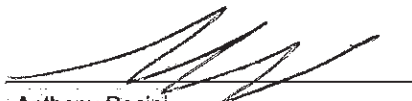
To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.

The Interlocal Purchasing System public notice was published within said newspaper in the Public Notice Section of the on the following date(s):

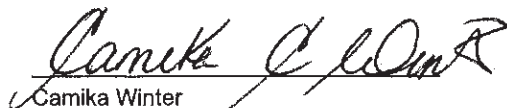
1/6/2022  
1/13/2022

---



Anthony Pacini

On this the 14th day of January 2022, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



Camika Winter  
State of Florida  
County of Pinellas

**CAMIKA C. WINTER**  
Notary Public, State of Florida  
My Comm. Expires Apr. 16, 2022  
No. GG 208003

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556





Uga X in his doghouse during the first half of a game between South Carolina and Georgia on Sept. 18. JOSHUA L. JONES/ATHENS BANNER-HERALD

Uga X will be in Indianapolis, but getting him there is challenging

Ryne Dennis

Athens (Ga.) Banner-Herald | USA TODAY Network

ATHENS, Ga. — Georgia football mascot Uga X will be in Lucas Oil Stadium for the national championship game, that's for certain.

What's not assured just yet is how he's getting there.

Charles Seiler, the owner and handler of Georgia's lovable mascot, has looked into flights, peeked at the weather, and contemplated loading Uga, Uga's official name, into his car. But he's still open to options for getting college football's top mascot to Indianapolis for Monday night's national title game against Alabama.

"We don't have a plane exactly," Seiler said on Tuesday afternoon. "Personally, I've never driven any higher than Bowling Green, Kentucky, especially this time of year. But we're looking at everything." Uga returned to the sideline this season after NCAA and Southeastern Conference mandates restricted mascots from attendance in 2020.

Seiler, whose father, Sonny, began the tradition in the 1950s, and Uga usually travel with the team to games away from Georgia's Sanford Stadium. Given the team's arrival to Indianapolis on Friday, that's too long for Quo to be away from his Savannah home, Seiler said.

"We don't take the dog early; there's no reason to take him that early," said Seiler, who added that they usually arrive the day before the game and leave the morning after. "It's kind of an in-and-out thing for us, so we do have a couple days to determine what I'm going to do."

Delta added a couple of extra flights directly from Savannah to Indianapolis, Seiler heard while driving in work Tuesday morning, which could be an option. But, Seiler added, there has to be special exception made for Uga to fly on a plane that's not affiliated with the team.

"Since 9-11, we don't fly him commercially unless he can fly up top," Seiler said. "It's got to be a special circumstance. When he flies with the team he's up top and in the exit row with me. That's not a problem, but I don't know how Delta would treat him at this point. We definitely wouldn't fly him if he had to be in the basement of the plane, so that all plays into it."

Seiler is leaning toward making the near 800-mile drive, although there is a chance of rain and cold weather along Sunday's planned route. The distance is the only deterrent, Seiler said, because he prefers having his vehicle near the stadium for Quo.

"I'm not opposed to driving, and I like to have my vehicle at the venue because he's more comfortable that way," Seiler said. "At this point we're just weighing everything."

When Georgia last played in the national title, the trek to Atlanta's Mercedes-Benz Stadium was simpler for Seiler and Uga.

And unlike the 2019 Sugar Bowl against Texas, when Bevo the Longhorn charged toward the Bulldogs' mascot during a photo opportunity, Uga will be the lone live animal in Lucas Oil Stadium.

"We do not fear our animals," Seiler joked.

Uga will be on the field donning his unique championship game jersey on Monday before the 8 p.m. ET kickoff. Everything up to that point, however, is questionable.

"I'm still up in the air a little bit," Seiler said. "But he's going to be there."

FOR THE RECORD

Table with columns: All times ET, NFL, American Conference East, South, North, West, National Conference East, North, West

Table with columns: West, National Conference East, North, West, National Conference East, North, West

Table with columns: Sunday's Games, Monday's Games, NHL, Eastern Conference Atlantic Division, Metropolitan Division, Western Conference

Table with columns: NBA, Eastern Conference Atlantic Division, Southeast Division, Central Division, Western Conference Southeast Division, Northwest Division, Pacific Division

Table with columns: Western Conference Southwest Division, Northwest Division, Pacific Division, Sunday's Games, Monday's Games, Western Conference

Table with columns: Soccer, English Premier League, Business, Financial, MarketPlace, Health/Fitness

ODDS PROVIDED BY

Tipico Sportsbook logo and text: Odds available as of print deadline

Table with columns: NFL, NCAAF, Favorite, Spread, Money Line

Table with columns: Sunday's Games, Monday, Wednesday, Jan. 12, U.S. Men's Schedule

Table with columns: National Football League, NCAA Football National Championship, Basketball, Football

Table with columns: Soccer, English Premier League

Table with columns: Business, Financial, MarketPlace, Health/Fitness

Table with columns: NFL, Sunday

Table with columns: Sunday's Games

Table with columns: National Football League, NCAA Football National Championship

Table with columns: Basketball, Football

Table with columns: Soccer, English Premier League

Table with columns: Business, Financial, MarketPlace, Health/Fitness

QR code and text: Scan for latest odds, See up-to-the-minute lines and compete in Daily Ticket free-to-play games

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Tipico Sportsbook advertisement: Improve your credit score, Are you getting hit with high interest rates...

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[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

December 17, 2021

The Advocate  
C/O Legal Notices (Martinisha Singleton)  
PO Box 588  
Batton Rouge, LA 70821

Please print the following **LEGAL NOTICE:** **Thursday, January 6, 2022 AND Thursday, January 13, 2022.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

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**220102** Signage (2 Part with JOC)

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**220106** Comprehensive HVAC (2 Part with JOC)

**220107** Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***“Connecting Members and Vendors Together”***

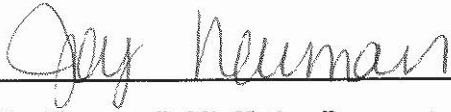
# CAPITAL CITY PRESS

Publisher of  
THE ADVOCATE

## PROOF OF PUBLICATION

The hereto attached notice was published in  
THE ADVOCATE, a daily newspaper of  
general circulation published in Baton Rouge,  
Louisiana, and the Official Journal of the  
State of Louisiana, City of Baton Rouge, and  
Parish of East Baton Rouge or published daily in  
THE TIMES-PICAYUNE/  
THE NEW ORLEANS ADVOCATE, in  
New Orleans Louisiana, or published daily in  
THE ACADIANA ADVOCATE in

01/06/22, 01/13/22



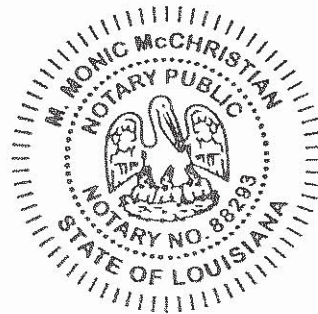
Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person  
whose signature appears above

1/13/22



M. Monic McChristian,  
Notary Public ID# 88293  
State of Louisiana  
My Commission Expires: Indefinite



THE INTERLOCAL PURCHASING SYS

49881

Shelley Black 4845 US Hwy 271 North  
Pittsburg, TX 75686-









4845 US Hwy 271 North | Pittsburg, TX 75686

[www.tips-usa.com](http://www.tips-usa.com) • 866-839-8477 • [tips@tips-usa.com](mailto:tips@tips-usa.com)

December 17, 2021

Daily Journal of Commerce, Inc.

Attn: Michelle Ropp

SDS 12-2632 PO Box 86

Minneapolis, MN 55486

Please print the following **LEGAL NOTICE** on: **Friday, January 7, 2022 AND Friday, January 14, 2022.**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

**220101** Safety Equipment, Supplies and Services

**220102** Signage (2 Part with JOC)

**220103** Catering- Food and Non-Alcoholic Drink

**220104** Energy Savings Performance Contracts

**220105** Technology Solutions Products and Services

**220106** Comprehensive HVAC (2 Part with JOC)

**220107** Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 pm local time.** Call 866-839-8477 for problems with website or questions.

***Electronic tear sheets are required for this ad.***

Please email proofs, tear sheet copies, affidavit and invoice to Shelley Black at [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com) as advised by TIPS General Counsel.

Thank you,



Purchasing Cooperative | Region 8 Education Service Center  
4845 US Hwy 271 North | Pittsburg, TX 75686  
Ph: 866-839-8477 | Direct: 903-575-2732  
[www.tips-usa.com](http://www.tips-usa.com) | [shelley.black@tips-usa.com](mailto:shelley.black@tips-usa.com)

***“Connecting Members and Vendors Together”***

AFFIDAVIT OF PUBLICATION



# DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579  
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

**Case Number: NOT PROVIDED**

**Safety Equipment, Supplies and Services**

**The Interlocal Purchasing System; Bid Location Pittsburg, TX, Camp County; Due 02/18/2022 at 03:00 AM**

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 2 time(s) in the following issues:

1/7/2022

1/14/2022

State of Oregon  
County of Multnomah

SIGNED OR ATTESTED BEFORE ME  
ON THE 14th DAY OF January, 2022

Nick Bjork

Notary Public-State of Oregon

**THE INTERLOCAL  
PURCHASING SYSTEM  
PROCUREMENT SOLICITATIONS**  
Proposals due 3:00 pm,  
February 18, 2022

**REQUEST FOR PROPOSALS**

The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 220101 Safety Equipment, Supplies and Services
- 220102 Signage (2 Part with JOC)
- 220103 Catering- Food and Non-Alcoholic Drink
- 220104 Energy Savings Performance Contracts
- 220105 Technology Solutions Products and Services
- 220106 Comprehensive HVAC (2 Part with JOC)
- 220107 Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on February 18, 2022 at 3:00 pm local time. Call 866-839-8477 for problems with website or questions.

Published Jan. 7 & 14, 2022.

12063011



**Shelley Black**  
**The Interlocal Purchasing System (TIPS)**  
4845 US Highway 271 N  
Pittsburg, TX 75686-4303

Order No.: 12063011  
Client Reference No:

### CITY OF WOODBURN

Division website and/or delivered to Plan Holders by email. Potential Bidders should check the website on a daily basis the last week before the Bid Opening date. Website can be found at <http://www.ci.woodburn.or.us/?q=tblg-cats> regarding Pre-Bid Conference. Bids must be signed and submitted with the Proposal to be considered a responsive bid offer.

**CONTRACT AWARD** is expected to be made by the City Council on **February 14, 2022** at the City of Woodburn Office. All bidders to reject any and all bids not in compliance with prescribed bidding procedures and requirements, and may request a refund of their bids if the bid is upon a finding of the Agency if it is in the public interest to do so. The three (3) lowest bidders may not withdraw or modify his bid prior to the lapse of 24 days after the bid opening. **Published Jan. 7, 2022 12067049**

**JACKSON COUNTY ROADS AND PARKS**  
**EAST VILAS ROAD WIDENING**  
Bids due **10:00 a.m., February 2, 2022**  
**INVITATION TO BID**  
**CONTRACT NO. 291**  
NOTICE IS HEREBY GIVEN that sealed bids will be received at the Roads Administration Office, 200 Antelope Road, White City, Oregon, 97503, until 10:00 a.m. according to the administration office work clock, **February 2, 2022**, for:

**EAST VILAS ROAD WIDENING**  
SCOPE OF PROJECT: The work under this project includes all materials, labor, and equipment necessary for earthwork, grading, aggregate base construction, storm drainage, and other miscellaneous items of work as called for in the plans and specifications. All bids are subject to the requirements of ORS Chapters 279, 279A-C, and 701, and the ordinances, rules, and regulations of Jackson County. Each bid must contain a statement as to whether the bidder is a resident bidder as defined by ORS 279C.430.

This contract requires ODOT pre-qualification. Copies of the bid specifications, plans, and other contract documents are available online at <https://jacksoncounty.org/projects> or at the Jackson County Roads Administration Office after 8:00 a.m. on **January 7, 2022**. There is no charge for these documents. Bid Opening will be conducted via conference call, immediately following Bid Close. **Published Jan. 7, 2022 12066915**

**LANE TRANSIT DISTRICT**  
**RIDESOURCE BUS WASH REPLACEMENT**  
Due: **Tuesday, February 1, 2022, by 2:00 p.m. (PST)**  
**INVITATION FOR BIDS**  
IFB NO. 2021-79

Notice is hereby given that Lane Transit District (LTD) is inviting bids for services of reconstruction and replacement activities for the RideSource bus wash system equipment and building. Solicitation documents are available to view and download via LTD's eBid system, BidNow, at <http://bidnow.ltd.org>. Bids are due **Tuesday, February 1, 2022, by 2:00 p.m. (PST)**. A voluntary Pre-Bid Meeting will be conducted. Visit the [RideSource](https://www.ltd.gov) Campus location for the optional walk-through at 240 Garfield Street, Eugene, Oregon 97402 (parking is in the gravel lot adjacent to the south on Garfield), at 10:00 a.m. (PST) on **Wednesday, January 12, 2022**. All interested parties are strongly encouraged to attend the meeting.

**NO PAPER, FACSIMILE, OR E-MAILED BIDS WILL BE ACCEPTED UNLESS THE BIDDER'S NAME AND ADDRESS IS PRINTED IN THE BIDS SYSTEM TO PARTICIPATE IN THIS SOLICITATION.**  
**Published Jan. 7, 2022 12066960**

**STATE OF OREGON**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES MAHONIA HALL BACKUP GENERATOR**  
Bids due **2:00 PM, January 27, 2022**  
**INVITATION TO BID**  
**SOLICITATION NO. S-10700-00004567**

The Department of Administrative Services requests Bids to secure construction services for the Mahonia Hall Backup Generator project located at 533 Lincoln Street SE, Salem, Oregon. The solicitation documents, including the contract terms, conditions and specifications may be viewed or downloaded by accessing the OregonBuys e-Procurement system at [www.oregonbuys.gov](http://www.oregonbuys.gov) using a personal computer. If you do not have a personal computer you may access the attachments at various plan centers statewide. If you need assistance with OregonBuys, contact the OregonBuys Support Center at [OregonBuys@percscopeholdings.com](mailto:OregonBuys@percscopeholdings.com) or by phone at 1-855-800-5046 or [supplier-support@percscopeholdings.com](mailto:supplier-support@percscopeholdings.com).

This contract is for a Public Improvement subject to ORS 279C.800 through 279C.870. Sole point of contact (SPC) for the Solicitation is Kelly Mann, State Procurement Analyst, at [kelly.mann@das.oregon.gov](mailto:kelly.mann@das.oregon.gov) or by phone, 971-349-2111. A mandatory pre-bid conference will be held on **January 13, 2022 at 2:00 PM (Pacific)**. The pre-bid conference will be conducted electronically, via "Teams" virtual audio/visual meeting. Interested parties wishing to attend the online conference must contact the SPC for the link to the meeting or alternatively by phone at 503-446-4951, using the PIN, #744368463. All attendees must be in attendance of the online conference by 2:10 PM (Pacific) in order to meet the mandatory pre-bid conference requirements. There are no exceptions. Requests to enter the online meeting after that time will be rejected. BIDDERS OR THEIR REPRESENTATIVE ARE REQUIRED TO ATTEND THIS MANDATORY PRE-BID CONFERENCE. BIDS WILL BE EVALUATED FROM BIDDERS OR THEIR REPRESENTATIVE WHO ATTENDED AND SIGNED IN TO THE MANDATORY PRE-BID CONFERENCE AND ALL OTHER OFFERS WILL BE CONSIDERED NON-RESPONSIVE.

Any statements made at this conference will affect the Plans, Specifications, other Contract Documents or other provisions/requirements of this solicitation, unless an Addendum has been issued from DAS and advertised on the OregonBuys.

Offers may be rejected if not in compliance with solicitation procedures and requirements. Any or all offers may be rejected if in the public interest to do so. **Published Jan. 7, 2022 12067040**

### CITY OF KEIZER

**2022 WATERLINE REPLACEMENT**  
Bids due **2:00 pm, January 25, 2022**  
**ADVERTISEMENT FOR BIDS**  
Sealed Bids will be received by Tracy Davis, City Recorder, at City Hall, 930 Chemawa Rd. NE, Keizer, Oregon, until, but not after, **2:00 pm local time, January 25, 2022** (Bids). All Bids deemed responsive will be publicly opened and read aloud immediately after the deadline for submission of Bids. If it is determined an in-person bid meeting cannot be held, interested parties are to participate remotely will be furnished by addendum. Bid Documents may be obtained at AKS ENGINEERING & FORESTRY, LLC. Bid Documents may be provided electronically in PDF format only. Inquiries concerning the Bid Documents should be directed to Scott Peterson by email (preferred) at [scott@aks-eng.com](mailto:scott@aks-eng.com) or by phone at 503.430.6923. Bidders may inspect the Bid Documents on Friday, January 7, 2022 (call or email Scott to reserve a copy) at: AKS ENGINEERING & FORESTRY, LLC, 3700 River Road N., Suite 1 Keizer, OR 97503 CITY OF KEIZER, 930 Chemawa Rd. NE Keizer, OR 97503

Prequalification is not required by the City of Keizer; however, without limiting a bidder's duty to demonstrate it is otherwise responsible under ORS 279C.375, any bidder that has had two or more contracts with the City of Keizer in the past three years that were not completed within the stated contract time or either substantial liquidated damages completion is not responsible pursuant to ORS 279C.375(3)(b)(F) and is ineligible for award of the contract. This is the City of Keizer Public Works Project. The construction of this project is NOT federally funded. The Engineer's estimate is \$900,000.

In accordance with ORS 279C.370, the Pre-Bid Subsequent to the bid opening provided with the Bid Form must be received by 4:00 p.m. local time, **January 25, 2022** to allow Bidders two (2) working hours to submit the First-Tier Contractor Disclosure Statement required in the form in a sealed, standard No. 10, business envelope, which may be enclosed in the Bid Envelope. The Work is Summarized as follows: Approximate 6,300 Linear Feet of Class 350 Ductile Iron Water Line, Valves, Fittings, Trench Excavation, Bedding and Backfill, Asphalt Pavement Patching, Saw Cutting, and Appurtenances Common to Waterline Replacement Projects.

The Contract is subject to ORS 279C.800 to 279C.870 (pertaining to prevailing wages) and no bid will be received or considered unless the Bid contains a statement by the Bidder that ORS 279C.840 will be completed with. The Bid shall contain a statement indicating whether the Bidder is a Resident Bidder as defined in ORS 279A.120. No Bid for a construction contract shall be received or considered by the public contracting agency unless the Bidder is registered with the Construction Contractors Board or (for landscape contracts) licensed by the State Landscape Contractors Board. Basis of Award: The Contract shall be awarded based on the lowest Bid received from a responsive and responsible Bidder. Award is expected at the next City Council Meeting (normally on the first and third Monday night, except on holidays) following the Bid Date. However, the OWNER reserves the right to postpone award until the first or second Council Meeting after the Bid Date, in order to reject any Bid not in conformance with all prescribed public bidding procedures and requirements, and to reject, for good cause, any or all Bids upon a finding by the OWNER that it is in the public interest to do so.

Bidders must be listed on the Engineer's Plan Holders list for this bid to be considered. Bidders have the responsibility to check the names of bidders on the Engineer's Plan Holders list. Bids submitted on forms other than the forms supplied by the Engineer will not be considered. Any comments on the Bid Documents must be submitted in writing to AKS ENGINEERING & FORESTRY, LLC, five (5) workdays before the Bid Opening Date. Bids shall be made in Bid Forms furnished by the City, addressed and mailed, or delivered to:

**City Recorder**  
Kelly Mann  
930 Chemawa Rd. NE  
Keizer, OR 97503

In a sealed "9 x 12" Bid Envelope plainly marked, "2022 WATERLINE REPLACEMENT" along with the name and address of the Bidder. The Bidder shall not enclose the Project Manual or Plans, or anything else with his/her Bid. It shall be the responsibility of the Bidder to verify their Bid was received. A surety bond, irrevocable letter of credit issued by an insured institution as defined in ORS 706.008, cashier's check,

or certified check of the Bidder, made payable to the City of Keizer, for ten percent (10%) of the Bid must accompany each Bid as security. Bid security of all, save the three lowest Bidders, will be returned upon execution of the Contract by the successful Bidder. A one hundred percent (100%) Performance Bond and a one hundred percent (100%) Payment Bond using the forms found in the Project Manual will be required to guarantee the faithful performance of the Contract. The City of Keizer is an Equal Employment Opportunity/Affirmative Action Employer. /s/ Tracy Davis, City Recorder January 5th, 2022 **Published Jan. 7, 2022 12067033**

**GOODS AND SERVICES**  
**SOURCEWELL MEDICAL SUPPLY SOLUTIONS**  
Proposals due 4:40 pm  
February 24, 2022  
**REQUEST FOR PROPOSALS**  
Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Medical Supply Solutions to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal (<https://portal.sourcewell-mn.gov/>). Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than February 24, 2022, at 4:30 p.m. Central Time, and late proposals will not be considered. **Published Jan. 4, 2022 12066917**

**THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS**  
Proposals due 3:00 pm.  
February 18, 2022  
**REQUEST FOR PROPOSALS**  
The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 220101 Safety Equipment, Supplies and Services
- 220102 Signage (2 Part with JOC)
- 220103 Catering- Food and Non-Alcoholic Drink
- 220104 Energy Savings Performance Contracts
- 220105 Technology Solutions Products and Services
- 220106 Comprehensive HVAC (2 Part with JOC)
- 220107 Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on **February 18, 2022 at 3:00 pm local time**. Call 866-839-8477 for problems with website or questions. **Published Jan. 7, 8 14, 2022 12063011**

**CITY OF MCMINNVILLE PROFESSIONAL SERVICES AND RELATED SERVICES AIRPORT ADMINISTRATOR**  
Proposals due 2:00 pm.  
February 11, 2022

**REQUEST FOR PROPOSAL**  
Address Proposals to: City of McMinnville Attn: Anne Pagano 230 NE Second Street McMinnville, OR 97128 **Proposals due: Friday, February 11, 2022, at 2:00 PM, Pacific Time** Proposals must be plainly marked as follows: Request for Proposals – Airport Administrator Services, and sent to the attention of Anne Pagano, Director of Public Works. Include the name and address of the Proposer. Proposers must submit a pdf Proposal to the following email address: [bids@mcminnville.gov](mailto:bids@mcminnville.gov). Faxed or printed Proposals will not be accepted. The City of McMinnville reserves the right to reject any or all Proposals. Information about the RFP can be found at and downloaded on the City's website at <http://www.mcminnvilleoregon.gov/rfps> **Published Jan. 7, 2022 12066997**

### BEND PARK AND RECREATION DISTRICT

**A/E FOR RIVER ACCESS STUDY**  
Proposals due 2:00 PM,  
February 10, 2022  
**REQUEST FOR PROPOSALS**  
Bend Park and Recreation District will receive Proposals for a professional services team to provide the necessary planning, design, and engineering services for a river access study at McKay, Miller's Landing, and Columbia Parks.

Proposals must be submitted to Justin Sweet, Business Analyst, or designee, at the Bend Park and Recreation District Office, 799 SW Columbia Street, Bend, OR 97702, not later than February 10, 2022 at 2:00 PM Pacific time in accordance with the Solicitation documents. Late Proposals will not be accepted. A MANDATORY pre-Proposal conference will be held at 10:00 AM Pacific time on **January 20, 2022** starting at McKay Park, 166 SW Shevlin Hixon Dr, Bend, OR 97702, followed by the other project locations. Solicitation documents will be posted at Premier Builders Exchange at <http://premierfbx.com/>, under the category of Public Works. The District encourages "Prime" Proposers to register with Premier Builders Exchange as a plan holder on this project. This Contract is for a Public Work subject to ORS 279C.800 to 279C.870. **Published Jan. 7, 2022 12066966**

**BEND PARK AND RECREATION DISTRICT A/E FOR SAWYER PARK ASSET REPLACEMENT**  
Proposals due 2:00 PM,  
February 3, 2022  
**REQUEST FOR PROPOSALS**  
Bend Park and Recreation District will receive Proposals for a professional services team to provide the necessary survey, construction design, cost estimating, and construction administration services for replacement of the existing playground area including restoration and accessibility upgrades in Sawyer Park. Proposals must be submitted to Justin Sweet, Business Analyst, or designee, at the Bend Park and Recreation District Office, 799 SW Columbia Street, Bend, OR 97702, not later than February 3, 2022 at 2:00 PM Pacific time in accordance with the Solicitation documents. Late Proposals will not be accepted.

**CITY OF WILSONVILLE AUDIT SERVICES**  
Proposals due 4:00 pm.  
February 9, 2022  
**REQUEST FOR PROPOSAL**  
The City of Wilsonville is requesting proposals from qualified certified public accounting firms to provide audit services to the City of Wilsonville and the Wilsonville Urban Renewal Agency. The first reporting period to be audited is July 1, 2021 through June 30, 2022. Audit services will be for a three (3) year contract with a potential for two (2) one-year extensions. Please email the City of Wilsonville Finance Department at [kalko@ci.wilsonville.or.us](mailto:kalko@ci.wilsonville.or.us) to request your copy for the RFP. The Request for Proposal can also be obtained from the City's website [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us) Bids Proposal must be submitted by email by February 9, 2022, 4:00 p.m. **Published Jan. 7, 2022 12067007**

**CITY OF ALBANY EVENT SECURITY SERVICES**  
Proposals Due by 2:30 p.m. (Pacific Time), Tuesday, February 8, 2022  
**REQUEST FOR PROPOSALS**  
Notice is hereby given that the City of Albany (City) is requesting proposals for Event Security Services for the City's Summer Sounds, River Rhythms Concert Series, and the Northwest Art & Air Festival, consisting of four premier music concerts by the River Rhythms concerts, and one Northwest Art & Air Festival concert per year. The requested services are for a proposed contract term of three (3) years, beginning March 2022, with the option to renew for two additional, one-year terms. The City desires to enter into a personal services agreement with a qualified contractor for the following scope of services:

- Work with crowds of up to 25,000 in a festival setting
- Balance public service with crowd control; perform bag and cooler searches
- Check ID's and serve as alcohol monitors
- Provide security for performers and backstage crowd control
- Monitor ingress and egress for venue
- Verify credentials and identification for access to restricted areas
- Provide security for Artists' artwork, tents, festival and stage equipment, entertainment equipment, food vendor equipment, and signage

The Request for Proposals can be downloaded from the City of Albany website at <https://www.ci.albany.net/bids>. The City will post all addenda on the City website. Prospective proposers are solely responsible for checking the website to determine if addenda or clarifications have been posted. For questions or clarifications regarding this RFP, contact Diane Murzynski, CPPO, Purchasing Coordinator, at [diane.murzynski@ci.albany.net](mailto:diane.murzynski@ci.albany.net). Proposals must be submitted to [procurement@cityofalbany.net](mailto:procurement@cityofalbany.net), not later than 2:30 p.m. (Pacific Time), Tuesday, February 8, 2022. Submittals will be considered if received and received by the City when received in the procurement email inbox. The email subject line should include the project name "Event Security Services". The City will reject any proposal not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all proposals in whole or in part when the misclassification or rejection is in the best interest of the City, and at no cost to the City. DATED THIS 7TH DAY OF JANUARY 2022. Diane M. Murzynski, CPPO, CPPB Purchasing Coordinator **Published Jan. 7, 2022 12066766**

**PORTLAND COMMUNITY COLLEGE AUDIO DESCRIPTION, CAPTIONING, INTERPRETATION, TRANSCRIPTION, AND TRANSLATION SERVICES**  
Proposals due 2:00 PM,  
February 8, 2022  
**REQUEST FOR PROPOSALS**  
PCSS2-001RFP

Portland Community College will receive Proposals for PCSS2-001RFP for the provision of Audio Description, Captioning, Interpretation, Transcription and Translation Services. Proposals must be submitted to Michael Newby, College Purchasing Manager, or designee, at the following email address: [PCSS2-001RFP@docs.e-builder.net](mailto:PCSS2-001RFP@docs.e-builder.net), not later than February 8, 2022 at 2:00 PM Pacific time in accordance with the Solicitation documents. Late proposals will not be accepted. No pre-proposal conference is scheduled for this solicitation. Prospective Proposers are strongly encouraged to register with OregonBuys for this solicitation. The RFP documents, all addenda, and further information regarding this solicitation may be posted at <https://oregonbuys.gov/bs/>. **Published Jan. 7, 2022 12067017**

**BEND PARK AND RECREATION DISTRICT A/E FOR SAWYER PARK ASSET REPLACEMENT**  
Proposals due 2:00 PM,  
February 3, 2022  
**REQUEST FOR PROPOSALS**  
Bend Park and Recreation District will receive Proposals for a professional services team to provide the necessary survey, construction design, cost estimating, and construction administration services for replacement of the existing playground area including restoration and accessibility upgrades in Sawyer Park. Proposals must be submitted to Justin Sweet, Business Analyst, or designee, at the Bend Park and Recreation District Office, 799 SW Columbia Street, Bend, OR 97702, not later than February 3, 2022 at 2:00 PM Pacific time in accordance with the Solicitation documents. Late Proposals will not be accepted.

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for file access and download. Please contact QuestCDN.com at (952)233.1632 or info@questcdn.com for assistance in membership registration, downloading, and working with this digital project information. No paper plan sets will be provided for bidding. Bid documents will be made available for download at 12:00 (noon) on January 5, 2022. All addenda will be issued to registered plan holders via QuestCDN.com.

This advertisement is for construction of a Public Work subject to ORS 279C.800 to 279C.870 (prevailing wage law). Published Jan. 5, 7, 10, 12 & 14, 2022. 12066064

**CITY OF CENTRAL POINT DEPARTMENT OF PUBLIC WORKS PUBLIC IMPROVEMENT PROJECT: DON JONES PARK WAR VETERANS AND DENNIS RICHARDSON MEMORIAL Bids due 2:00 pm, February 8, 2022 ADVERTISEMENT FOR BIDS PROJECT #8100863**

Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 South 3rd Street, Central Point, OR 97502 at 2:00 PM on February 8, 2022, for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 PM on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PM on the same date.

Bidders must be prequalified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three (3) business days after the City of Central Point announces Notice of Intent to Award; or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award.

All projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount. Plans and specifications will be available online only at [www.centralpointoregon.gov](http://www.centralpointoregon.gov) or [www.questcdn.com](http://www.questcdn.com) beginning January 8th, 2022. The complete digital contract documents may be downloaded for a \$15.00 non-refundable fee by inputting the QuestCDN project #8100863 on the website's Project Search page.

This project consists of improvements of an existing site to become the Don Jones Park War Veterans and Dennis Richardson Memorial. This work will include demolition work, construction of sewer service, ornamental fountain, hardscaping, landscaping, and irrigation improvements.

Work shall begin no earlier than February 22, 2022 and must be completed no later than July 15th, 2022. Please direct all questions to Greg Graves at 541-664-3321 (x225) or [greg.graves@centralpointoregon.gov](mailto:greg.graves@centralpointoregon.gov). The deadline for questions is February 3, 2022.

No bid will be received or considered by the City of Central Point unless bidder signs the bid statement. The contract is for public work subject to ORS 279C.800 to 279.870. This project is subject to Oregon prevailing wage rates.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so. CITY OF CENTRAL POINT Matt Samitore, Parks and Public Works Director Published Jan. 7 & 14, 2022. 12066911

**CITY OF CENTRAL POINT DEPARTMENT OF PUBLIC WORKS PUBLIC IMPROVEMENT PROJECT: GEBHARD ROAD STORMWATER OUTFALL Bids due 2:00 pm, February 8, 2022 ADVERTISEMENT FOR BIDS PROJECT #8097070**

Sealed bids will be opened and publicly read at the City of Central Point, City Hall, 140 S. 3rd Street, Central Point, OR 97502 at 2:00 PDT on Thursday, February 8, 2022 for the above referenced project. Bids must be submitted to Matt Samitore, Parks and Public Works Director, at the same address prior to 2:00 PDT on the above date. Subcontractor Disclosure forms must be submitted prior to 4:00 PDT on the same date.

Bidders must be prequalified in order to be eligible for award. Pre-qualification may be with the City of Central Point, City of Medford or the Oregon Department of Transportation. If the bidder is disqualified in any of these jurisdictions, the bidder will be ineligible for this contract.

Award of contract will not be final until the later of: 1) three business days after the City of Central Point announces Notice of Intent to Award; or 2) the City of Central Point provides a written response to each timely protest, denying the protest and affirming the award. On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount.

Plans and specifications will be available online only [www.questcdn.com](http://www.questcdn.com) beginning January 15th, 2022. Any addenda issued will be posted on the above websites.

COST ESTIMATE: \$300,000 - \$425,000

This project consists of storm drainage improvements from the east side of Gebhard Road to Bear Creek. This is a City funded project.

Work shall begin no earlier than February 22 2022 and must be completed no later than July 15th, 2022. Please direct all questions to Greg Graves at 541-664-3321 (x225) or [greg.graves@centralpoint.gov](mailto:greg.graves@centralpoint.gov). The deadline for questions is February 3, 2022.

No bid will be received or considered by the City of Central Point unless bidder signs the bid statement.

The contract is for public work subject to ORS 279C.800 to 279.870. This project is subject to Oregon prevailing wage rates.

The City of Central Point may reject any bid not in compliance with all public bidding procedures and requirements and may reject for good cause any or all bids upon a finding by the City of Central Point that it is in the public interest to do so. CITY OF CENTRAL POINT Matt Samitore, Parks and Public Works Director Published Jan. 7 & 14, 2022. 12066906

**GOODS AND SERVICES**

**MCMINNVILLE SCHOOL DISTRICT NO. 40 AUDITING SERVICES**

**Proposals due 4:00 pm, March 1, 2022 REQUEST FOR PROPOSALS** McMinnville School District is seeking a qualified, independent certified public accounting firm to perform its annual financial audit (CAFR) for the years ended June 30, 2022, 2023, and 2024.

On all projects, work performed by the Contractor's own organization must be at least 30% of the awarded contract amount. Proposal specifications may be obtained from: Samantha Nelson, Finance Director McMinnville School District 800 N.E. Lafayette Ave., McMinnville, OR 97128 Direct: 503.565.4005 Main: 503.565.4000 [snelson@msd.k12.or.us](mailto:snelson@msd.k12.or.us) [www.msd.k12.or.us](http://www.msd.k12.or.us) Published Jan. 12, 14, 17, 19, 21, 24, 26, 28, 31; Feb. 2, 4, 7, 9, 11 & 14, 2022. 12068298

**THE INTERLOCAL PURCHASING SYSTEM PROCUREMENT SOLICITATIONS**

**Proposals due 3:00 pm, February 18, 2022 REQUEST FOR PROPOSALS** The Interlocal Purchasing System (TIPS) has posted procurement solicitations at [www.tips-usa.com](http://www.tips-usa.com) for the following categories:

- 220101 Safety Equipment, Supplies and Services
- 220102 Signage (2 Part with JOC)
- 220103 Catering- Food and Non-Alcoholic Drink
- 220104 Energy Savings Performance Contracts
- 220105 Technology Solutions Products and Services
- 220106 Comprehensive HVAC (2 Part with JOC)
- 220107 Trades, Labor, and Materials (2 Part with JOC)

Proposals are due and will be opened on February 18, 2022 at 3:00 pm local time. Call 866-939-8477 for problems with website or questions. Published Jan. 7 & 14, 2022. 12063011

**LAKE OSWEGO SCHOOL DISTRICT**

**2021 CAPITAL IMPROVEMENT BOND PROGRAM PUBLIC HEARING FOR COMMENTS ON AN EXEMPTION FROM THE COMPETITIVE BIDDING PROCESS**

Lake Oswego School District (District) will hold a public hearing for the purpose of taking comments on draft findings for an exemption from the competitive bidding requirement for projects under the 2021 Bond Program to be performed in 2022 and 2023 at Palisades Elementary School to include: seismic upgrades, exterior envelope work, kitchen remodel, upgrades to plumbing, mechanical and electrical systems, preparation for placement of modular buildings, and reconfiguration of some existing spaces to meet program requirements.

Parties interested in attending the public hearing must email Debbie Hansen at [debbiehansen@lakeswego.k12.or.us](mailto:debbiehansen@lakeswego.k12.or.us) to receive an invitation to the web meeting and a copy of the findings report in support of this exemption. Hearing Date: Thursday, January 27th at 2:30 p.m.

This hearing will be conducted as a web meeting. Lake Oswego School District reserves the right to cancel this meeting at short notice. Issued: January 12, 2022 By: Anthony Vandenberg, Executive Director of Project Management Published Jan. 12 & 14, 2022. 12068087

**Public Notices**

**ATTENTION LEGAL ADVERTISERS - CHECK YOUR ADS!!!** Notify the Legal Advertising Department of errors immediately. We will not be responsible for errors after the FIRST publication of any advertisement. To place or make corrections to a Legal Advertisement, please call 503-802-7205. FAX: 503-222-5358 E-mail: [mropp@djournal.com](mailto:mropp@djournal.com) Deadline: 9:30 A.M. the business day prior to publication.

**FIRST TIME PUBLISHED**

**LIEN SALE**

**NOTICE OF PUBLIC SALE PURSUANT TO ORS CHAPTER 87** Notice is hereby given that the following vehicle will be sold, for cash to the highest bidder, on 01/28/2022. The sale will be held at 10:00am by ALL DAY TOWING 2759 SE TV HWY HILLSBORO, OR 2008 CADILLAC STS 4DR VIN=1G6DW67V380101472 Amount due on lien \$2903.90 Reputed owner(s) > MISTY DAWN WOLF Published Jan. 14 & 21, 2022. 12068942

**NOTICE OF PUBLIC SALE PURSUANT TO ORS CHAPTER 87** Notice is hereby given that the following vehicle will be sold, for cash to the highest bidder, on 01/28/2022. The sale will be held at 10:00am by PROTOW 4470 SW 142ND AVE BEAVERTON, OR 2019 COLMAN CA VIN=4YDT17F15KY934739 Amount due on lien \$2988.50 Reputed owner(s) UTL OR ADD Published Jan. 14 & 21, 2022. 12068945

**PROBATE - PROBATE**

**ESTATE OF STEVEN DUBOIS NOTICE TO INTERESTED PERSONS (Case No. 21PB11077)**

In the Circuit Court of the State of Oregon for the County of Multnomah, Probate Department, In the Matter of the Estate of Steven Dubois, Deceased. Notice is hereby given that Sandra Sorenson has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the personal representative in care of her attorney, Ginger Skinner, at: Skinner Law, 9600 SW Barnes Rd., Ste 125, Portland, OR 97225, within four months after the date of first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or the attorney for the personal representative. Dated and first published on Jan. 14, 2022.

Sandra Sorenson Personal Representative Ginger Skinner, OSB #053797 Skinner Law Attorney for Personal Representative 9600 SW Barnes Rd., Ste. 125 Portland, OR 97225 12069035

**IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH**

**PROBATE DEPARTMENT Case No. 22PB00051**

**NOTICE TO INTERESTED PERSONS** In the Matter of the Estate of Thomas K Satterwhite, Deceased.

Notice is hereby given that Brian J Satterwhite has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at 2035 NE 42nd Ave, Portland, OR 97213, within four months after the date of first publication of this notice, as stated below, or such claims may be barred. All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative. Dated and first published Jan. 14, 2022.

Brian J Satterwhite Personal Representative Brett S Carson, OSB# 791820 Carson & Baker Attorney for Personal Representative 2035 NE 42nd Ave Portland, OR 97213 12069084

**OFFICIAL PUBLICATION**

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY CLEAN WATER STATE REVOLVING FUND**

**CITY OF IRRIGON - SEWER COMPLIANCE CONVERSION AREA 3 [R47742] NOTICE OF ENVIRONMENTAL DETERMINATION** The Oregon Department of Environmental Quality, in accordance with the State Environmental Review Process of the Clean Water State Revolving Fund

loan program, hereby determines that, based on the available information, a Categorical Exclusion is appropriate for the above-referenced project. The Clean Water State Revolving Fund project file contains copies of all documentation to support this determination.

Requests for project information or documents upon which the Oregon DEQ's decision is based should be addressed to: Aaron Palmquist, MBA/PA City Manager City of Irirgon P.O. Box 428 / 500 NE Main Ave. Irirgon, OR 97844

Address written comments on this determination to: Rebecca Kramer, CWSRF Oregon Department of Environmental Quality 700 NE Multnomah St. Suite 600 Portland, OR 97232

Comments may be in writing and received at the Oregon DEQ by 5:00 p.m. on February 14, 2022. 12069059 Published Jan. 14, 2022. 12069059

**END OF FIRST TIME PUBLISHED**

**PROBATE - PROBATE**

**IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF CLACKAMAS**

**PROBATE DEPARTMENT Case No. 21PB10798**

**NOTICE TO INTERESTED PERSONS** In the Matter of the Estate of BETTY JANE GALLOCI, Deceased. NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the undersigned personal representative at 34035 Orchard Avenue, Creswell, OR 97426, within four months after the date of first publication of this notice, or the claims may be barred.

All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or the lawyer for the personal representative, Attorney Alice Seeger. First published on Dec. 31, 2021. Dated: Dec. 31, 2021

Respectfully, Katherine Weld, Personal Representative

**PERSONAL REPRESENTATIVE: Katherine Weld 34035 Orchard Avenue Creswell, OR 97426 (541) 556-2162**

**LAWYER FOR PERSONAL REPRESENTATIVE: Alice Seeger, OSB #942109 P.O. Box 573, West Linn, OR 97068 (503) 317-5023 tel. [alice@aseegerlaw.com](mailto:alice@aseegerlaw.com) 12065240**

**IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH**

**PROBATE DEPARTMENT Case No. 20PB00028**

**NOTICE TO INTERESTED PERSONS** In the Matter of the Estate of Omerian Lincoln, Deceased.

NOTICE IS HEREBY GIVEN that the undersigned has been appointed personal representative. All persons having claims against the estate are required to present them, with vouchers attached, to the undersigned personal representative at the below address, within four months after the date of first publication of this notice, or the claims may be barred. All persons whose rights may be affected by the proceedings may obtain additional information from the records of the Court, the personal representative, or the lawyers for the personal representative. Dated and first published on Jan. 7, 2022.

Josh Lamborn Personal Representative ATTORNEY FOR PERSONAL REPRESENTATIVE: Zachary B. Walker, OSB No. 115641 Kel, Alterman & Runstein, L.L.P. 520 SW Yamhill Street, Suite 600 Portland, OR 97204 Telephone: (503) 222-3531 Facsimile: (503) 227-1980 Email: [zwalker@kelrun.com](mailto:zwalker@kelrun.com) 12067022

**IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR THE COUNTY OF MULTNOMAH**

**PROBATE DEPARTMENT Case No. 21PB08686**

**NOTICE TO INTERESTED PERSONS** In the Matter of the Estate of Alice Joan Williams, Deceased.

Notice is hereby given that James Wesley Williams has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 21902 SE Foster Rd, Damascus, OR 97089, within four months after the date of first publication of this notice, as stated below, or such claims may be barred.

All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative. Dated and first published Jan. 7, 2022. 12069059

James Wesley Williams Personal Representative Michael J Buraker Attorney for Personal Representative 21902 SE Foster Rd Damascus, OR 97089 12066938

Notice is hereby given that James Wesley Williams has been appointed as the personal representative of the above estate. All persons having claims against the estate are required to present them to the undersigned personal representative in care of the undersigned attorney at: 21902 SE Foster Rd, Damascus, OR 97089, within four months after the date of first publication of this notice, as stated below, or such claims may be barred.

All persons whose rights may be affected by the proceedings in this estate may obtain additional information from the records of the Court, the personal representative or the attorney for the personal representative. Dated and first published Jan. 7, 2022.

James Wesley Williams Personal Representative Michael J Buraker Attorney for Personal Representative 21902 SE Foster Rd Damascus, OR 97089 12066938

**INDIV - FAMILY**

**MY AZ LA WYERS**

1731 West Baseline Road, Suite 101 Mesa, Arizona 85202 Telephone: (480) 833-8000 Facsimile: (480) 478-0714

Brennan S. Murray #034539 Candace E. Kallan #030938 Email: [brennan@myazlawyers.com](mailto:brennan@myazlawyers.com) Attorneys for Petitioner

**IN THE JUVENILE COURT OF THE STATE OF ARIZONA IN AND FOR THE COUNTY OF MARICOPA**

**Case No. JS520081 NOTICE OF HEARING ON PETITION FOR TERMINATION OF PARENTAL RIGHTS**

Assigned to the Hon. Sigmund Popko. In re the Matter of: XYLIA YAZMAN FOREMAN d.o.b. 10/21/2010 TO: Thomas Moore, John Doe, Alleged Father of the above-named child; Xylia Yazman Foreman Brennan S. Murray, Counsel for Petitioner, Amber Rose Foreman, has filed a Petition for Termination of Parental Rights pursuant to Title 8 of the Arizona Revised Statutes for the Juvenile Court.

1. The Court has set a Publication and Initial Termination Hearing on the March 8, 2022 at 10:00 a.m. at the Maricopa County Superior Court, 3131 West Durango, Phoenix, Arizona before the Honorable Sigmund Popko, for the purpose of determining whether any of the above-named individuals are contesting the allegations in the Petition. DUE TO COVID19, YOU MAY APPEAR VIA PHONE FOR THIS HEARING BY CALLING 917-781-4590 and ENTERING CODE 26126347# OR BY APPEARING VIRTUALLY OR BY CLICKING ON <https://tinyurl.com/ibazmc-JUC04>

2. You are entitled to have an attorney present at the hearing. You may hire your own attorney, or if you cannot afford an attorney and want to be represented by an attorney, one may be appointed by the Court.

3. You have a right to appear as a party in this proceeding. You are advised that your failure to personally appear in court at the initial hearing, pretrial conference, status conference, or adjudication, without good cause shown, may result in a finding that you have waived your legal rights and have admitted the allegation in the Motions. In addition, if you fail to appear without good cause, the hearing may go forward in your absence and may result in a guardianship of your minor child being granted, or termination of your parental rights based upon the record and the evidence presented to the Court.

4. If you are receiving this Notice by publication, you may obtain a copy of the Motion for Termination of Parental Rights, Notice of Hearings by submitting a written request to: Brennan S. Murray, My AZ Lawyers, 1731 W. Baseline Rd., Ste. 101 or by email at [brennan@myazlawyers.com](mailto:brennan@myazlawyers.com) or by calling 480-833-8000.

5. Requests for reasonable accommodation for persons with disabilities must be made to the Court by parties at least three working days in advance a schedule court proceeding and can be made by emailing the email address listed above. RESPECTFULLY SUBMITTED THIS 29 day of December 2021. By: Brennan S. Murray Attorney for Petitioner

ORIGINAL of the foregoing filed on this 29 day of December, 2021 with: Clerk of Court Maricopa Superior Court COPY of the foregoing delivered on this 29 day of December, 2021 to: The Honorable Sigmund Popko COPY of the foregoing emailed on this 29 day of December, 2021 to: Jason Leach [jasonleachlaw@outlook.com](mailto:jasonleachlaw@outlook.com) Guardian Ad Litem Published Jan. 7, 14, 21 & 28, 2022. 12066637



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## Solicitation Notice

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Thank you for using the ESD, your bid solicitation entry is now complete

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

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

**Solicitation ID:** 220101

**Solicitation Title:** Safety Equipment, Supplies and Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 34500-First Aid And Safety Equipment And Supplies (Except Nuclear And Welding)

46500-Hospital And Surgical Equipment, Instruments, And Supplies

49000-Laboratory Equipment, Accessories And Supplies; General Analytical And Research For Nuclear, Optical, And Physical

99000-Security, Fire, Safety, And Emergency Services (Including Disaster Document Recovery)

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<https://852252.secure.netsuite.com/MyAccount/index.ssp#esbd/review/220101>



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Thank you for using the ESBD, your bid solicitation entry is now complete

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

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

**Solicitation ID:** 220102

**Solicitation Title:** Signage (2 Part with JOC)

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 80100-Signs, Sign Materials, Sign Making Equipment, And Related Supplies

55089-Traffic Signals And Equipment, Electric Parts

55090-\*Transportation Systems, Intelligent (An Automated Information System Which Provides Traffic Management, Communications, And Analysis Of Data As A Minimum)

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**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 220103

**Solicitation Title:** Catering-Food and Non-Alcoholic Drink

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 96115-Concessions, Catering, Vending: Mobile And Stationary (See Class 905 For Airport Concessions)

96119-Food Trucks and Mobile Catering Carts

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#	Name	Description
1	<a href="#">ESBD_File_267599_TXSMART BUY LINK.docx</a>	This is a pros





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**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 220104

**Solicitation Title:** Energy Savings Performance Contracts

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

91200-Construction Services, General (Incl. Maintenance And Repair Services)

91400-Construction Services, Trade (New Construction)

[Published Details](#)   [Internal Notes](#)

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#	Name	Description
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Thank you for using the ESBD, your bid solicitation entry is now complete

**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

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

**Solicitation ID:** 220105

**Solicitation Title:** Technology Solutions Products and Services

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 91600-COMMUNICATIONS AND TECHNICAL SERVICES, HIGHER EDUCATION

92000-Data Processing, Computer, Programming, And Software Services

20300-COMPUTER ACCESSORIES AND SUPPLIES, ENVIRONMENTALLY CERTIFIED BY AN AGENCY ACCEPTED CERTIFICATION ENTITY

20400-Computer Hardware And Peripherals For Microcomputers

20700-Computer Accessories And Supplies

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**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 220106

**Solicitation Title:** Comprehensive HVAC (2 Part with JOC)

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 03100-Air Conditioning, Heating, And Ventilating Equipment, Parts And Accessories (See Class 740 Also)

90984-Thermal And Moisture Protection Services

91004-Air Duct Cleaning Services

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#	Name	Description
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**Status:** Posted

**Contact Name:** TIPS

**Contact Number:** 866-839-8477

**Contact Email:** bids@tips-usa.com

**Solicitation ID:** 220107

**Solicitation Title:** Trades, Labor and Materials (2 Part with JOC)

**Agency/Texas SmartBuy Member Name:** ESC Region 8 - E2250

**Posting Requirements:** 21+ Days for Solicitation Notice

**Solicitation Posting Date:** 1/6/2022

**Response Due Date:** 2/18/2022

**Response Due Time:** 3:00 PM

**Solicitation Description:**

This is a prospective use solicitation and not a solicitation for a specific project. Find complete solicitation documents at <https://www.tips-usa.com/rfp.cfm>

**Class/Item Code:** 90900-Building Construction Services, New (Incl. Maintenance And Repair Services)

91000-Building Maintenance, Installation And Repair Services

91200-Construction Services, General (Incl. Maintenance And Repair Services)

91400-Construction Services, Trade (New Construction)

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# Electronic State Business Daily Search

View any solicitation by selecting or entering a field below. Sign in is NOT required.

For instructions on submitting bid responses, please review the posting entity's solicitation and attached bid document.

Solicitations		Awards No Solicitation	
Agency/Texas SmartBuy Member Name	Agency/Texas SmartBuy Member Number	Date Range	
<input type="text" value="ESC Region 8 - E2250"/>	<input type="text"/>	<input type="text" value="--"/>	
Status	NIGP Class/Item	Start Date	
<input type="text" value="Posted"/>	<input type="text"/>	<input type="text" value="mm/dd/yyyy"/>	
Keyword Search	Solicitation ID	End Date	
<input type="text"/>	<input type="text"/>	<input type="text" value="mm/dd/yyyy"/>	
Include Pre Solicitation Notices <input type="checkbox"/>			

Please only use Google Chrome to navigate this site.

## 10 RESULTS FOUND

### Trades, Labor and Materials (2 Part with JOC)

Solicitation ID: 220107 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:50 pm | Last Updated: 1/6/2022 3:50 pm

### Comprehensive HVAC (2 Part with JOC)

Solicitation ID: 220106 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:47 pm | Last Updated: 1/6/2022 3:48 pm

### Technology Solutions Products and Services

Solicitation ID: 220105 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:44 pm | Last Updated: 1/6/2022 3:45 pm

### Energy Savings Performance Contracts

Solicitation ID: 220104 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:41 pm | Last Updated: 1/6/2022 3:42 pm

### Catering-Food and Non-Alcoholic Drink

Solicitation ID: 220103 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:38 pm | Last Updated: 1/6/2022 3:39 pm

### Signage (2 Part with JOC)

Solicitation ID: 220102 | Due Date: 2/18/2022 | Due Time: 3:00 PM | Agency/Texas SmartBuy Member Number: E2250 | Status: Posted | Posting Date: 1/6/2022

Creation Date: 1/6/2022 3:36 pm | Last Updated: 1/6/2022 3:36 pm

### Safety Equipment, Supplies and Services

## ESBD Solicitation or Award Posting

[Create](#)

Select Solicitations

My Solicitations

Status

Select all

Solicitation ID

Search Solicitation..

Start Due Date

mm/dd/yyyy

End Due Date

mm/dd/yyyy

ID	Title	Due Date	Status
180901	Records and Materials Management Goods and Services	10/ 19/ 2018	Posting Cancelled
210802	Utility and Golf Vehicles	09/ 17/ 2021	Posting Cancelled
92800	Bus and other Transportation Vehicle Parts and Service	03/ 20/ 2020	Posting Cancelled
220107	Trades, Labor and Materials (2 Part with JOC)	02/ 18/ 2022	Posted
211203	Sports Facility Lighting (2 Part with JOC)	01/ 21/ 2022	Posted
211201	Paper for Printing and Copying	01/ 21/ 2022	Posted
211202	Promotional and Award Products	01/ 21/ 2022	Posted
220102	Signage (2 Part with JOC)	02/ 18/ 2022	Posted
220104	Energy Savings Performance Contracts	02/ 18/ 2022	Posted
220105	Technology Solutions Products and Services	02/ 18/ 2022	Posted
220103	Catering-Food and Non-Alcoholic Drink	02/ 18/ 2022	Posted
220101	Safety Equipment, Supplies and Services	02/ 18/ 2022	Posted
220106	Comprehensive HVAC (2 Part with JOC)	02/ 18/ 2022	Posted
180202	Portable Modular Buildings	03/ 16/ 2018	Pending On Files
180204	Fire Safety and Security Solutions	03/ 16/ 2018	Pending On Files
180205	Trades, Labor and Materials 2 (JOC)	03/ 16/ 2018	Pending On Files
180203	Renewable Energy and Solar Solutions and Services	03/ 16/ 2018	Pending On Files
200503	Paint and Coatings Supplies, Equipment and Equipment	06/ 19/ 2020	Pending On Files

# TIPS VENDOR AGREEMENT

## PART 1 ONLY

Between Redmont Sign dba Stewart Signs and  
(Company Name)

### THE INTERLOCAL PURCHASING SYSTEM (TIPS), a Department of Texas Education Service Center Region 8 for TIPS RFP 220102 Signage (2 Part with JOC) - PART 1 ONLY

#### 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 three (3) 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 three-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 “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023 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 three years.

**Example:** *If the original term is approximately three years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original three-year term shall be May 31, 2023 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, 2024 in this example.*

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

**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

### 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. 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 220102 Signage (2 PART with JOC) PART 1 ONLY

Company Name Redmont Sign dba Stewart Signs

Address 2201 Cantu Court, Suite 215

City Sarasota State FL Zip 34232

Phone 800-237-3928 Fax \_\_\_\_\_

Email of Authorized Representative josh.brasher@stewartsigns.com

Name of Authorized Representative Joshua Brasher

Title President

Signature of Authorized Representative *Joshua Brasher*

Date 2/2/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature *David Wayne Fitts*

Approved by ESC Region 8 *David Wayne Fitts*

Date 3-24-2022

## **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.



**220102**

**Stewart Signs  
Redmont Signs  
Supplier Response**

**Event Information**

Number: 220102  
Title: Signage (2 Part with JOC)  
Type: Request for Proposal  
Issue Date: 1/6/2022  
Deadline: 2/18/2022 03:00 PM (CT)  
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

**IF YOU CURRENTLY HOLD TIPS CONTRACT 190102 SIGNAGE ("190102"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR SIGNAGE OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 190102.**

**IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 190102 WHICH COVERS ALL OF YOUR SIGNAGE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS CONTRACT UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.**

## **Contact Information**

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

## Stewart Signs Information

Contact: Kate Cleaver  
Address: 2201 Cantu Court, Suite 215  
Sarasota, FL 34232  
Phone: (800) 237-3928  
Email: contractmanager@stewartsigns.com  
Web Address: <https://www.stewartsigns.com>

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

Kate Cleaver  
*Signature*

CONTRACTMANAGER@stewartsigns.com  
*Email*

Submitted at 2/17/2022 1:33:33 PM

## Requested Attachments

### Agreement Signature Form PART 1 ONLY

Vendor Agreement Part 1.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.

### Vendor Agreement PART 1 ONLY

Vendor Agreement Part 1.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.

### Vendor Agreement PART 2 ONLY

Vendor Agreement Part 2.pdf

If proposing on Part 2, the vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form PART 2 ONLY

Vendor Agreement Part 2.pdf

If proposing on Part 2, 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 PART 1 ONLY

220102 Pricing Form 1 PART 1 ONLY.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2 PART 1 ONLY

220102 Pricing Form 2 PART 1 ONLY.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.

**Non-Prepriced Items**

The Vendor may download the optional Pricing of Itemized List of RS Means Non-Prepriced Items form from the attachment tab, fill in the requested information, and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

**Reference Form (PARTS 1 & 2)**

Stewart Signs - TIPS 220102 Reference\_Form.xls

Valid Reference Email addresses are REQUIRED on the spreadsheet. The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

**Proposed Goods and Services**

Links to Stewart Signs Catalogs.docx

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**

No response

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.

**Supplementary**

No response

Supplementary information can be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

**All Other Certificates**

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

**Logo and Other Company Marks**

No response

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

No response

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

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

No response

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

**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

No response

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 Form**

Stewart Signs\_20220202\_100645.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.

## Bonding Capacity Letter from Surety/Insurance Company

REQUIRED IF YOU ARE PROPOSING ON PART 2 -Attach the Bonding Capacity Letter from Surety/Insurance Company. if you do not have one available at time of proposal, attached a letter stating it will be submitted when received to prove bonding capacity. No award can be made until official bonding capacity letter is received by TIPS.

## Current W-9 Tax Form

W9 Signed 1-1-22.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.

## Response Attachments

### ACORD Form 20220124-151233.pdf

Insurance Requirements

### Tips Price List 2.2.22.xlsx

Tips Pricing

## 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="Stewart Signs is a national sign company with a local approach. Since 1968, we've provided signs for tens-of-thousands of satisfied customers, including churches, schools, businesses, military installations, civic organizations and municipalities across the country and around the world. We build institutional-grade outdoor LED signs, changeable letter signs, identification signs and more."/>



6	<b>Primary Contact Name</b> Primary Contact Name <input type="text" value="Kate Cleaver"/>
7	<b>Primary Contact Title</b> Primary Contact Title <input type="text" value="Contract Manager"/>
8	<b>Primary Contact Email</b> Primary Contact Email <input type="text" value="contractmanager@stewartsigns.com"/>
9	<b>Primary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9418671868"/>
10	<b>Primary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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="Candi Chamberlain"/>
13	<b>Secondary Contact Title</b> Secondary Contact Title <input type="text" value="Controller"/>
14	<b>Secondary Contact Email</b> Secondary Contact Email <input type="text" value="cchamberlain@stewartsigns.com"/>
15	<b>Secondary Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9418671863"/>
16	<b>Secondary Contact Fax</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>

17	<b>Secondary Contact Mobile</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="No response"/>
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18	<b>Admin Fee Contact Name</b> Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Kate Cleaver"/>
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19	<b>Admin Fee Contact Email</b> Admin Fee Contact Email <input type="text" value="contractmanager@stewartsigns.com"/>
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20	<b>Admin Fee Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="9418671868"/>
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21	<b>Purchase Order Contact Name</b> Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Rob Banks"/>
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22	<b>Purchase Order Contact Email</b> Purchase Order Contact Email <input type="text" value="rbanks@stewartsigns.com"/>
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23	<b>Purchase Order Contact Phone</b> Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8882373928"/>
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24	<b>Company Website</b> Company Website (Format - www.company.com) <input type="text" value="https://www.stewartsigns.com"/>
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25	<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 type="text" value="Stewart Signs"/>
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26	<b>Primary Address</b> Primary Address <input type="text" value="2201 Cantu Court, Suite 215"/>
----	---

27	<b>Primary Address City</b> Primary Address City <input type="text" value="Sarasota"/>
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**Primary Address State**

Primary Address State (2 Digit Abbreviation)

FL

2  
9

**Primary Address Zip**

Primary Address Zip

34232

3  
0

**Search Words:**

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. **YOU MAY NOT LIST NON-CATEGORY ITEMS.** (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

stewart signs, church signs, led signs for business, church signs, digital church sign, digital church signs, led signs, outdoor commercial signs, digital signs, outdoor led signs, led business sign, stewart sign company, outdoor digital signs, marquee sign, digital signs for churches, school marquee, electronic marquee sign, electronic church signs, led outdoor signs for business, church outdoor signs, signs, outdoor digital signs for business, outdoor digital signs for churches, stewart church signs, digital signs outdoor, stewart signs clanton al, church signs for sale, electronic signs for sale, digital billboard, electronic signs, church digital signs, building signs, marquee signs, outdoor digital signs, business led signs, digital billboard, digital signs for churches, digital signs outdoor, outdoor digital signs, programmable led signs outdoor, outdoor digital signs for churches, electronic signs near me, digital signs for businesses, church signs for sale, digital signs outdoor, digital church signs prices, electronic church signs, outdoor church signs prices, outdoor digital signs, store signs, electronic message boards, stewart signs complaints, sign company near me, led church signs, outdoor led signs for business, outdoor church signs, stewartsignscom, outdoor led signs, lighted church signs, affordable outdoor church signs near me, digital outdoor signs, store front signs, digital sign companies near me, business sign maker, business signs outdoor lighted, led sign for business, electronic church signs prices, electronic billboards, digital outdoor signage, marquee signs for schools, outdoor led sign, church sign companies near me, digital church signs, digital marquee signs for schools, church marquee signs for schools, church marquee signs, digital church signs, digital outdoor signs, digital marquee, led signs for business, church sign, digital signs for businesses, digital billboard cost, church sign up, church signs, sign companies near me, watchfire signs, electronic church signs, outdoor electronic signs for businesses, ebsco signs, digital signs for churchs, outdoor business sign, electronic marquee signs, affordable outdoor church signs, lighted signs, programmable led signs for business, weatherproof outdoor signs, monument signs, digital road sign, school signs

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1

**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?**

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?

Yes

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2

**Yes - No**

Certification of Residency - 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. Does not affect scoring with TIPS.

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**Company Residence (City)**

Vendor's principal place of business is in the city of?

3  
4

**Company Residence (State)**

Vendor's principal place of business is in the state of?

3  
5

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

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

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

If awarded on PART 1, 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.

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

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**MINIMUM Discount Term**

If awarded on PART 1, 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 on PART 1. 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.

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**Yes - No**

If awarded on Part 1 of the 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 PART 1 of the Vendor's TIPS Contract, if any.

"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.

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**TIPS administration fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor or the vendor's named resellers and as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

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**REQUIRED FOR PART 2 JOC - PRICING OF Regular Hours Coefficient**

**What is your regular hours coefficient for the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount lower than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing is included in the attachments for your information.

The below is an Example of how pricing model works (not intended to influence your proposed coefficient, you should propose a coefficient that you determine is right for your business):

To propose the exact pricing as the RS Means Unit Price Book, you would insert a 1.0 and to propose a 5% discount for the RS Means Price Book would be a .95 regular hours coefficient and so on.

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0

**REQUIRED FOR PART 2 JOC - PRICING OF After Hours Coefficient**

**What is your after hours coefficient for the RS Means Price Book for work performed after normal working hours? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

Remember that this is a ceiling price proposed. You can discount to any TIPS Member customer a lower coefficient than your proposed contract coefficient, but not higher.

This is one of three pricing questions that are required for consideration for award on this solicitation. Please consider your answer carefully. An explanation of the TIPS scoring of pricing titled "Pricing Coefficient Instruction" is included in the attachments for your information.

The below is an EXAMPLE of how the pricing model works (It is not intended to influence your proposed coefficient, you should propose a coefficient that you determine is reasonable for your business for the life of the contract): The most common after hours coefficient is time and a half of the RS Means Unit Price Book prices. To illustrate this coefficient, if your regular hours coefficient is .95, your after hours coefficient would be 1.45.

**4**  
**1** **REQUIRED FOR 2 PART JOC - PRICING for Markup of Non-Prepriced Items in RS Means Unit Price Book**

**YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

**What is your proposed Markup Percentage on materials not found in the RS Means Price Book? (FAILURE TO RESPOND PROHIBITS PART 2 JOC EVALUATION)**

If any materials being utilized for a project cannot be found in the RS Means Price Book, this question is what is the markup percentage on those materials?

When answering this question please insert the number that represents your percentage of proposed markup. **YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

Example: if you are proposing a 30 percent markup, please insert the number "30".

Remember that this is a ceiling markup. You may markup a lesser percentage to the TIPS Member customer when pricing the project, but not a greater percentage.

EXAMPLE: You need special materials that are not in the RS Means Unit Price Book for a project. You would buy the materials and mark them up to the TIPS Member customer by the percentage you propose in this question. If the materials cost you, the contractor, \$100 and you proposed a markup on this question for the material of 30 percent, then you would charge the TIPS Member customer \$130 for the materials.

**YOU MUST ENTER A PERCENTAGE NOT A COEFFICIENT.**

**4**  
**2** **Yes - No**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, 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**  
**3** **TIPS Administration Fee Paid by Vendor - Not Charged to Customer**

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**  
**4** **Yes - No**

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

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

Years in business as proposing company?

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**Resellers:**

If awarded on PART 1, 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, as 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.

(Resellers are only permitted under a PART 1 award. If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

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**Right of Refusal**

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.

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**NON-COLLUSIVE BIDDING CERTIFICATE**

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

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

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

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

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

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

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

<b>50</b>	<b>Filing of Form CIQ</b> If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No"/>
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<b>51</b>	<b>Regulatory Standing</b> 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. <input type="text" value="Yes"/>
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<b>52</b>	<b>Regulatory Standing</b> Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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<b>53</b>	<b>Antitrust Certification Statements (Tex. Government Code § 2155.005)</b> 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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**5** **Suspension or Debarment Instructions**

**4**

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.

**5** **Suspension or Debarment Certification**

**5**

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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### **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 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)

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### **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.

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**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?

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**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?

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**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?

**6**  
**1** **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?

**6**  
**2** **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?

**6**  
**3** **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?

**6 4 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?

**6 5 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?

**6 6 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** **2 CFR PART 200 Equal Employment Opportunity**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does vendor agree?

**6** **2 CFR PART 200 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)**

8 *[Applicable ONLY to contracts in excess of \$100,000 involving mechanics or laborers.]* Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on qualifying contracts, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by the District resulting from this procurement process.

Does vendor agree?

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

9 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?

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**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.

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**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?

Yes

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**Certification Regarding Lobbying**

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

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

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

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

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

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

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**Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"**

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

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

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

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



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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 ABOVE QUESTIONS 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.

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**If proposing on PART 2, Davis-Bacon Act compliance.**

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act, IF APPLICABLE and if proposing on PART 2 of this solicitation.

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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."

Do you agree to these terms?

Yes, I Agree (Yes)

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**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?

Yes, I Agree

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**Remedies Explanation of No Answer**

*No response*

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**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?

Agreed

<b>8</b> <b>1</b>	<b>Venue, Jurisdiction and Service of Process</b> <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Agreed"/>
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<b>8</b> <b>2</b>	<b>Alternative Dispute Resolution Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>3</b>	<b>Infringement(s)</b> <p>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.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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<b>8</b> <b>4</b>	<b>Infringement(s) Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>5</b>	<b>Acts or Omissions</b> <p>The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.</p> <p>Do you agree to these terms?</p> <input type="text" value="Yes, I Agree"/>
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<b>8</b> <b>6</b>	<b>Acts or Omissions Explanation of No Answer</b> <input type="text" value="No response"/>
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<b>8</b> <b>7</b>	<b>Contract Governance</b> <p>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.</p> <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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## 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)

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## 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.

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

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**9 2 Texas Government Code 2270 & 2270 Verification Form**

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.

YES

**9 3 Logos and other company marks**

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

Potential uses of company logo:

- \* Your Vendor Profile Page of TIPS website
- \* Potentially on TIPS website scroll bar for Top Performing Vendors
- \* TIPS Quarterly eNewsletter sent to TIPS Members
- \* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

<b>9 4</b>	<b>Solicitation Deviation/Compliance</b> Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? <input type="text" value="Yes"/>
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<b>9 5</b>	<b>Solicitation Exceptions/Deviations Explanation</b> 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. <input type="text" value="No response"/>
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<b>9 6</b>	<b>Agreement Deviation/Compliance</b> Does the vendor agree with the language in the Vendor Agreement? <input type="text" value="Yes"/>
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<b>9 7</b>	<b>Agreement Exceptions/Deviations Explanation</b> 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. <input type="text" value="No response"/>
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<b>9 8</b>	<b>Felony Conviction Notice</b> 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. <input type="text" value="B. Firm not owned nor operated by felon; per above"/>
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**99** **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).

**100** **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.

**101** **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.

**102** **Choice of Law clauses for 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.

**103** **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.



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**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.**

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**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?

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

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**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.

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**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).

## **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.

## **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, 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.

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**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.

TIPS RFP 220102 Signage (2 Part with JOC)

**ALL INFORMATION MUST BE TYPED AND FORM MUST BE UPLOADED IN EXCEL FORMAT. DO NOT HANDWRITE REFERENCES AND DO NOT CONVERT EXCEL SHEET TO ANY OTHER FORMAT.**

REFERENCES

Please provide five (5) references from five different entities, preferably from school districts or other governmental entities the last three years. Additional references may be required. DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.

Verify your references emails are deliverable and that they agree to provide a reference. Failure to do this may delay the evaluation process.

You may provide more than five (5) references.

Entity Name	Contact Person	<b>VALID EMAIL IS REQUIRED</b>	Phone
Nash-Rocky Mount Public Schools	Dennis Fields	<a href="mailto:defields@ncpschools.net">defields@ncpschools.net</a>	252-903-2739
Catawba County Schools	Kevin Moretz	<a href="mailto:kevin_moretz@catawbaschools.net">kevin_moretz@catawbaschools.net</a>	828-302-3137
Thomato Thyme	Lisa Chatley	<a href="mailto:lchatley@tomatothymecorp.com">lchatley@tomatothymecorp.com</a>	813-245-4451
Duval county	Raul Garcia	<a href="mailto:raulgarcia@duvalcad.org">raulgarcia@duvalcad.org</a>	361-279-3305
Magnet School for Math and Science- PS/	Susan Perez	<a href="mailto:sperez56@schools.nyc.gov">sperez56@schools.nyc.gov</a>	718-633-3061

**Required Confidential Information Status Form**

**Redmont Sign dba Stewart Signs**

Name of company

**Joshua Brasher, President**

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

2201 Cantu Court, Suite 215

Sarasota

FL 34232

800-227-3828

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 information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you **must attach a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include all the confidential information in the submitted proposal. The copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

**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 Joshua Brasher Date 2/2/2022

Links to Stewart Signs Catalogs:

Church Sign Catalog [https://www.stewartsigns.com/assets/catalogs/church\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/church_signs.pdf)

School Sign Catalog [https://www.stewartsigns.com/assets/catalogs/school\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/school_signs.pdf)

Municipal & Civic Sign Catalog [https://www.stewartsigns.com/assets/catalogs/municipal\\_signs.pdf](https://www.stewartsigns.com/assets/catalogs/municipal_signs.pdf)

Sign Catalog [https://www.stewartsigns.com/assets/catalogs/sign\\_catalog.pdf](https://www.stewartsigns.com/assets/catalogs/sign_catalog.pdf)

# The Interlocal Purchasing System

Purchasing Made Personal



Printed 24 May 2023

www.stewartsigns.com



**Stewart Signs**

**EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM PO AND QUOTE MUST REFERENCE VENDOR TIPS CONTRACT NUMBER ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT**

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	2201 Cantu Court, Suite 215	NAME David Mabe
CITY	Sarasota	PHONE (866) 839-8477
STATE	FL	FAX (866) 839-8472
ZIP	34232	EMAIL david.mabe@tips-usa.com

**DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE: N**

**HUB: N**

## **SERVING STATES**

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME | MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY | PR

## **Overview**

*Stewart Signs is a national sign company with a local approach. Since 1968, we've provided signs for tens-of-thousands of satisfied customers, including churches, schools, businesses, military installations, civic organizations and municipalities across the country and around the world. We build institutional-grade outdoor LED signs, changeable letter signs, identification signs and more.*

## AWARDED CONTRACTS "View EDGAR Doc" on Website

Contract	Comodity	Exp Date	EDGAR
22010202	Signage (JOC)	03/31/2024	See EDGAR Certification Doc.
22010201	Signage	03/31/2025	See EDGAR Certification Doc.

## CONTACTS BY CONTRACTS

### 22010201

Kate Cleaver	Contract Manager	(941) 867-1868	contractmanager@stewartsigns.com
Candi Chamberlain	Controller	(941) 867-1863	cchamberlain@stewartsigns.com
Rob Banks	PO Contact	(888) 237-3928	rbanks@stewartsigns.com
Greg Winch	WA	(941) 622-0703	gwinch@stewartsigns.com
Leads Stewart Signs	PO/Contract	(800) 237-3928	leads@stewartsigns.com

### 22010202

Kate Cleaver	Contract Manager	(941) 867-1868	contractmanager@stewartsigns.com
Candi Chamberlain	Controller	(941) 867-1863	cchamberlain@stewartsigns.com
Rob Banks	PO Contact	(888) 237-3928	rbanks@stewartsigns.com
Greg Winch	WA	(941) 622-0703	gwinch@stewartsigns.com
Leads Stewart Signs	PO/Contract	(800) 237-3928	leads@stewartsigns.com



## Brandon Dodgen

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**From:** Shelley Black <shelley.black@tips-usa.com>  
**Sent:** Thursday, May 25, 2023 3:55 PM  
**To:** Brandon Dodgen  
**Subject:** TIPS Member

**CAUTION:** This email originated from outside the City of Cooper City. Do not click links or open attachments unless you recognize the sender **and** expect the content.

Brandon,

I can confirm that Cooper City, FL is a Member of TIPS.

Please reach out should you need further information.

Thank you,



*Shelley Black*  
Contracts Support

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