



Duncanville City Council Special Meeting Agenda

City Council Chamber
Videoconference via ZOOM
Duncanville City Hall
203 E. Wheatland Road
Duncanville, TX 75116
(972) 780-5017

amended

Monday, June 27, 2022

6:00 P.M.

City of Duncanville City Council meetings are available to all persons regardless of disability. The City of Duncanville offers Hearing Assistance Receivers for use during City Council Regular Sessions. If you require special assistance, please contact the City Secretary at (972)780-5017 or write 203 E. Wheatland Road, 75116, or by calling through a T.D.D. (Telecommunication Device for the Deaf) to Relay Texas at 1-800-735-2989 at least 48 hours in advance of the meeting.

As authorized by Section 551.071 of the Texas Government Code, this meeting may be convened into closed Executive Session for the purposes of seeking confidential legal advice from the City Attorney on any item on the agenda at any time during the meeting.

The City of Duncanville reserves the right to reconvene, recess or align the Regular Session or called Executive Session or order of business at any time prior to adjournment.

SUPPLEMENTAL NOTICE OF MEETING BY VIDEO CONFERENCE

In accordance with an Order of the Office of the Governor issued on March 16, 2020, as extended, the City Council for the City of Duncanville, Texas will conduct a City Council Regular Meeting in person and by video conference at 6:00 pm on Monday, June 27, 2022 in order to advance the public health goal of limiting face-to-face meetings (also called "social distancing") in an effort to slow the spread of the Coronavirus (COVID-19) pandemic.

This is an open meeting conducted by in person and video conference.

Due to limited seating in council chambers, persons or participants may attend by video conference in order to maintain safe social distance as provided in this notice.

To speak during Citizen Comments via ZOOM, you must register with the City Secretary before 4pm on Monday, June 27, 2022, email citysecretary@duncanville.com and title the email "Public Comment – June 27th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your microphone to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Monday, June 27, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – June 27th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

Register in advance for this webinar:

https://us02web.zoom.us/webinar/register/WN_rhjc7EigQ6uxpjQfUTSCsg

After registering, you will receive a confirmation email containing information about joining the webinar.

A recording of the video meeting will be made available to the public in accordance with the Open Meetings Act upon written request.

REGULAR SESSION

CALL TO ORDER

INVOCATION

PLEDGES - PLEDGE OF ALLEGIANCE; TEXAS PLEDGE OF ALLEGIANCE

1. CANVASS OF ELECTION AND OATHS

- A. Consider a Resolution canvassing and declaring the results of the Runoff Election of Municipal Officers held on June 18, 2022. 4 - 9
- [Canvassing & Declaring the Results of the Runoff Election](#)
- B. Candidate receiving the majority of the votes for their respective districts will be sworn in by the City Secretary, after which each will take their seat on the dais.

2. EXECUTIVE SESSION

- A. The City Council shall convene into Executive Session pursuant to the Texas Government Code Section 551.074 (Personnel) to fill an unexpired term of a candidate to the board of directors to the Duncanville Community and Economic Development Corporation Board.

3. CITIZENS' INPUT

"Pursuant to Section 551.007 of the Texas Gov't Code, any member of the public has the opportunity to address the City Council concerning any matter of public business or any posted agenda item; however, the Act prohibits the City Council from deliberating any issues not on the public agenda and such non-agenda issues may be referred to City staff for research and any future action; all persons addressing are subject to council adopted rules and limitations permitted by law"

At this time, two-minute comments will be taken from the audience on any topic. To address the Council, please submit a fully-completed request card to the City Secretary prior to the beginning of the Citizens' Input portion of the Council meeting. In accordance with the Texas Open Meetings Act, the City Council cannot discuss issues raised or make any decisions at this time. Issues may be referred to City Staff for research and possible future action.

To speak during Citizen Comments via ZOOM, you must register with the City Secretary before 4pm on Monday, June 27, 2022, email citysecretary@duncanville.com and title the email "Public Comment – June 27th". You will need to register with the link below and attend the meeting. During the Citizen Comments period of the agenda, the City Secretary will call your name and allow access to your microphone to provide your comments. Feel free to email your comment to the City Secretary for the Mayor to read into the record for any unexpected technical issues that may arise.

To submit a comment via email and for your comments to be read, the following information is required:

- Submit a comment by 4:00 p.m. on Monday, June 27, 2022.
- Email citysecretary@duncanville.com
- Email title: Public Comment – June 27th.
- First and Last Name; and address.
- State if you would like the Mayor to read your comment or if you would like to speak via ZOOM.
- *The City Secretary will still set a two-minute time limit on the comments as they are read.*

4. ITEMS FOR INDIVIDUAL CONSIDERATION

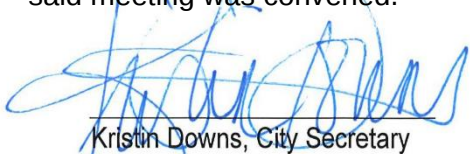
- A. Consider appointments to the Duncanville Community and Economic Development Corporation Board (DCEDC).
- B. Request for reimbursement of American Rescue Plan Act (ARPA) Emergency Business Assistance Program grants for Qualified Duncanville Small Businesses. 10 - 14
[Grants for Qualified Duncanville Small Businesses](#)
- C. Consider a Resolution approving the award of the City Council and other public meetings broadcasting, social media live streaming, and non-indexed video hosting to Swagit Productions, LLC. through The Interlocal Purchase System (TIPS) contract 190703 for an initial term of three (3) years for an estimated amount of \$132,064.00 The award also includes two (2) one-year options for an estimated \$51,600.00. The contract's total value, including the initial term plus option, is five (5) years for an estimated \$183,664.00 15 - 55
[Swagit Productions](#)

5. PRESENTATIONS

- A. Discussion on FY 2022-23 Potential Budget Outlook:
- General Fund
 - Revenue Projections
 - Expenditure Projections
 - Other Funds – Highlights
 - Sanitation
 - Hotel/Motel
 - Economic Development
 - Fieldhouse
 - Discuss other budget related items

ADJOURNMENT

I, the undersigned authority, do hereby certify that this Notice of Meeting was posted in accordance with the regulations of the Texas Open Meetings Act on the bulletin board located at the entrance to the City of Duncanville City Hall, a place convenient and readily accessible to the general public, as well as to the City's website www.duncanville.com and said Notice was posted on the following date and time: **Friday, June 24, 2022, at 2:00 P.M.** and remained posted for at least two hours after said meeting was convened.



Kristin Downs, City Secretary

"Guns prohibited on these premises by state law unless licensed under Chapter 411, Tex. Gov. Code. Section 46.035 Texas Penal Code."

"Las armas de fuego están prohibidas en estas instalaciones por la ley estatal a menos que estén autorizadas bajo el Capítulo 411 del Código de Gobierno de Texas. Sección 46.035 del Código Penal de Texas."



STAFF REPORT

MEETING: Special - City Council - 27 Jun 2022

TITLE:

Consider a Resolution canvassing and declaring the results of the Runoff Election of Municipal Officers held on June 18, 2022.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Kristin Downs, City Secretary

BACKGROUND/HISTORY:

The joint election agreement and election services between the City of Duncanville, Dallas County, and other jurisdictions in Dallas, Collin, and Denton Counties provided for the conduct of a joint runoff election held on Saturday, June 16, 2018. City Council will receive the unofficial canvass report from the Dallas County Elections Administrator after all returns, provisional ballots, and late overseas ballots have been tabulated.

An updated Resolution with the canvass totals will be provided to the City Council at your meeting.

POLICY EXPLANATION:

The Joint Elections Agreement and Election Services between the City of Duncanville, other jurisdictions, and Dallas County for the joint runoff election be administered by the Dallas County Elections Administrator in accordance with Subchapter D of Chapter 31 and Chapter 271 of the Texas Election Code; and Article VII, Section 7.02 of the Duncanville Home Rule Charter.

FUNDING SOURCE:

ORG and Object Number

01011200-700231

Available Budget

\$58,836.78

Purchase Amount

\$39,889.75

After Encumber

\$18,947.03

ACTION ALTERNATIVES:

N/A

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-050 - Canvassing - Mayoral Run-Off Election - June 18th](#)

RESOLUTION NO. 2022-050**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, CANVASSING AND DECLARING THE RESULTS OF THE JUNE 18, 2022, RUNOFF FOR THE GENERAL ELECTION FOR OFFICE OF THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, it is hereby found and determined that notices of a runoff election were duly given in the form, manner and time required by law, and said elections were in all respects legally held and conducted in accordance with applicable laws of the State of Texas and the proceedings calling and governing the holding of such elections; and

WHEREAS, it is imperative to consider the returns of the runoff election held on June 18, 2022, for the purpose of electing the hereinafter named official before the qualified voters of the City; and

WHEREAS, the returns of the runoff election have been duly and legally made and submitted to the City Council for canvassing, and a tabulation of the returns for the polling places and for early voting, as canvassed and tabulated by this governing body.

NOW, THEREFORE, be it resolved by the City Council of the City of Duncanville, Texas after examining said returns and opening and canvassing the votes of said election, that the results of said runoff election are as follows:

SECTION 1. That the following number of votes were cast for the following named candidate for the office of Mayor to wit:

NAME	EARLY VOTES IN PERSON/BY MAIL	ELECTION DAY VOTES IN PERSON/BY MAIL	TOTAL VOTES
Mark D. Cooks			
Barry L. Gordon			

It appearing that Barry L. Gordon received a majority of all votes cast for the office of the Mayor, Barry L. Gordon is hereby declared to be elected to serve a two (2) year term after qualifying and taking the oath of office.

SECTION 2. This Resolution, declaring the results of the municipal elections shall become effective immediately after its passage

IT IS ORDERED that this canvass and declaration of results of said election shall be entered in the Minutes of the City Council and that officers for the office of the Mayor, after being qualified and having taken the oath, shall serve during the term commencing June 27, 2022 and thereafter until a successor is duly elected and qualified.

DULY PASSED by the City Council of the City of Duncanville, Texas, this the 27th day of June, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

RESOLUCIÓN N° 2022-050

UNA RESOLUCIÓN DEL CONSEJO DE LA CIUDAD DE DUNCANVILLE, TEXAS, DECLARANDO LOS RESULTADOS DE LA CAMPAÑA ELECTORAL DEL 18 DE JUNIO DEL 2022, ELECCIONES DE DESEMPATE DE LA ELECCIÓN GENERAL PARA EL PUESTO DE ALCALDE; Y PROPORCIONANDO UNA FECHA EFECTIVA

CONSIDERANDO, que se encuentra y determina que los avisos de una elección de desempate fueron debidamente entregados de la forma y tiempo requerido por la ley, y dichas elecciones se llevaron a cabo legalmente y de acuerdo con las leyes aplicables del Estado de Texas y los procedimientos llamando y gobernando que se lleven a cabo dichas elecciones; y

CONSIDERANDO, que es imperativo considerar los resultados de la elección de desempate llevada a cabo el 18 de junio del 2022, con el fin de elegir al funcionario antes nombrado ante los votantes calificados de la ciudad; y

CONSIDERANDO que los resultados de la elección de desempate se han presentado legal y debidamente ante el Concejo de la Ciudad para declarar los resultados, y una tabulación de las declaraciones para los centros de votación y para la votación anticipada.

POR LO TANTO, se ha resuelto por el Concejo de la Ciudad de Duncanville, Texas después de examinar dichas respuestas y de abrir y contar votos de dicha elección, que los resultados de dicha elección de desempate son los siguientes:

SECCION 1. Que el número siguiente de votos fueron emitidos a favor de los siguientes candidatos nombrado para el cargo de alcalde:

NOMBRE	VOTOS ANTICIPADOS EN PERSONA / POR CORREO	VOTOS DEL DIA DE ELECCION EN PERSONA/POR CORREO	TOTAL DE VOTOS
Mark D. Cooks			
Barry L. Gordon			

Al parecer, Barry L. Gordon recibió la mayoría de los votos emitidos para el cargo de alcalde, Barry L. Gordon se declara que se elegirá para servir al cargo por un plazo de 2 años después de que califique y tome el juramento.

SECCION 2. Esta Resolución, declara los resultados de las elecciones municipales y entrará en vigor inmediatamente después de su aprobación.

SE ORDENA que este sondeo y proclamación de los resultados de dicha elección se consignará en el acta del Concejo Municipal y que el funcionario para el cargo de alcalde, después de haber calificado y tomado su juramento, actuará durante el período que comienza 27 de junio del 2022, y posteriormente hasta que sus sucesores sean debidamente elegidos y calificados.

ORDENADA Y ADOPTADA por el Concejo Municipal de la Ciudad de Duncanville, Texas, este día el 27th de junio del 2022.

APROBADO:

Barry L. Gordon, ALCALDE

ATESTIGÜO

Kristin Downs, Secretaría de la Ciudad

APROBADO EN SU REDACCION

Robert E. Hager, Abogado de la Ciudad



STAFF REPORT

MEETING: Special - City Council - 27 Jun 2022

TITLE:

Request for reimbursement of American Rescue Plan Act (ARPA) Emergency Business Assistance Program grants for Qualified Duncanville Small Businesses.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**
- **Promote: Innovative Ideas for Development and Re-development**
 - **Pursue a diverse and robust economy through various business, housing, and employment opportunities that encourage forward-thinking community and economic development.**

STAFF RESPONSIBLE:

Agustin “Gus” Garcia; Managing Director, Development Services

BACKGROUND/HISTORY:

American Rescue Plan Act – Emergency Business Assistance Program

Due to the COVID-19 public health crisis, Duncanville small businesses are facing a significant financial crisis. It has been estimated that only about one-half of America’s small businesses were able to apply for federal assistance before that first round of funding was committed and that 80% of them still do not know if their application was approved. With 53% of the nation’s jobs coming from businesses with less than 100 employees and with many of these jobs being disproportionately held by low/moderate-income people with already limited resources, much of the local economy is at great risk. To that end, the federal government has passed the American Rescue Plan Act, which gives local governments the ability to provide financial assistance to their local small businesses. The City of Duncanville has allocated \$700,000 in ARPA funds to help Duncanville small businesses.

POLICY EXPLANATION:

The program is designed to rapidly provide financial assistance to “traditional” small businesses that have been adversely affected by the current pandemic and help re-start small businesses that have closed during the pandemic and support those who have experienced economic downfall during the pandemic.

EMPHASIS/TARGET POPULATION: Small businesses with no more than 100 employees, including small businesses that have closed due to covid financial burden & minority-owned businesses.

Eligibility Criteria:

- Be officially registered with the State, physically located and operating within Duncanville city boundaries;
- Be current in the payment of all tax obligations to the City of Duncanville;
- Began conducting business as of or during 2020;
- Have no more than 100 employees;
- Generate at least \$35,000 in revenue annually; and
- Have closed or suffered revenue loss during the pandemic due to COVID-19.

Maximum grant amount: \$15,000

*NOTE: Meeting these criteria does not obligate the City of Duncanville to provide assistance to any firm. If the City of Duncanville finds that applicants have provided inaccurate or falsified information, the City is not obligated to provide financial assistance. Small businesses can expect assistance based on the following for a total of up to \$15,000.

- \$2,500 per Full-Time Employee.
- \$1,250 per Part-time Employee.
- 100% of up to twelve (12) months lease payments, utilities, renting, or purchase of business equipment existing in 2020 to the present.
- Payment of existing business-related loans for equipment, vehicles, reimbursement for expenses to mitigate COVID-19 in the workplace.
- \$5,000 for restart-up capital for businesses that were forced out of business due to COVID-19.

FUNDING SOURCE:

ORG and Object Number

75800001-708503-ARPA1

Available Budget

\$700,000.00

Purchase Amount

\$463,750.00

After Encumber

\$236,250.00

ACTION ALTERNATIVES:

1. Approval.
2. Denial.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - ARPA - Small Businesses](#)

ATTACHMENT 1
Qualified ARPA Applicants

#	Business Name	Comptroller Taxpayer ID or EIN #	Address	Grant Amount	Date Approved by Staff
1	Value Surplus Lighting, LLC	461880074	218 CLIFFWOOD DR. DUNCANVILLE, TX 75116	\$ 7,500.00	June 10, 2022
2	XLRTX Holdings, LLC d/b/a The Pelican House Restaurant	32068265241	107 S. CEDAR RIDGE RD. DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
3	Spectrum of Love LLC	32066784730	703 S. CEDAR RIDGE DR, DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
4	Texasfadez barbershop	N/A – Barber/Beauty	212 N MAIN ST, DUNCANVILLE, TX 75116	\$ 10,000.00	June 10, 2022
5	Texasfadez barber academy inc	32069884610	1210 S. MAIN STREET DUNCANVILLE, TX 75137	\$ 1,250.00	June 10, 2022
6	Fruta Loca LLC	32078591719	212 N MAIN ST, DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
7	Dramatic Results	852079348	111 SOUTH CEDAR RIDGE DRIVE SUITE 101 DUNCANVILLE, TX 75116	\$ 7,500.00	June 10, 2022
8	Absolute logo factory	TIN/ FEIN /VID 1752896989600	550 N. MAIN ST. STE 205 DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
9	AZ Collision Center	32065859723	1123 EXPLORER ST, DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
10	The Journey Dance Center LLC	32069853953	215 W CAMP WISDOM RD #12, DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
11	GONE POSTAL LLC	32072448759	321 S CEDAR RIDGE DR DUNCANVILLE, TX 75116	\$ 2,500.00	June 10, 2022
12	Crescent Real Estate Group-DFW, LLC dba Crescent Real Estate Group	Texas Comptroller Taxpayer Number - 32059452527 Federal Employer Identification Number - 811367460	400 NORTH MAIN STREET DUNCANVILLE, TX 75116	\$ 5,000.00	June 10, 2022
13	Leshnja LLC dba Roma's Italian Bistro	32055976883	100 S MAIN ST #102, DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
14	Aaliyah's Beauty and Beyond LLC	N/A – Barber/Beauty	111 S CEDAR RIDGE DR # 101, DUNCANVILLE, TX 75116	\$ 5,000.00	June 10, 2022
15	TONY'S clean cut barbershop	N/A – Barber/Beauty	242 W WHEATLAND RD, DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
16	Absolute CPR and Allied Health Training DBA Absolute Allied Health Academy	842266198	402 W. WHEATLAND RD #140 DUNCANVILLE, TX 75116	\$ 13,750.00	June 10, 2022

17	Phillips Price Realty, Inc.	562572248	810 JUNGLE DRIVE, DUNCANVILLE, TEXAS 75116	\$ 7,500.00	June 21, 2022
18	D Squared Catering LLC	32073351747	438 EAST WHEATLAND ROAD DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
19	GenEye, Inc	32055168945	535 W. WHEATLAND RD. DUNCANVILLE, TX 75116	\$ 10,000.00	June 10, 2022
20	PEER 2 PEER WHOLE WELLNESS	32075971534	334 CARDINAL CREEK DR DUNCANVILLE, TX 75137	\$ 7,500.00	June 10, 2022
21	Jer-Z Jays Upscale Barbershop	N/A – Barber/Beauty	111 S CEDAR RIDGE DR STE 109 DUNCANVILLE, TX 75116-4500	\$ 7,500.00	June 10, 2022
22	BIG D QUALITY PRINTERS LLC.	465479137	102 W. FAIRMEADOWS DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
23	KC DONUTS	11419277360	863 N DUNCANVILLE ROAD, DUNCANVILLE, TEXAS 75116	\$ 11,250.00	June 17, 2022
24	K-Alex Partners. Ltd, d/b/a D'Ville Stylist	32036184722	206 SOUTH CEDAR RIDGE DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
25	Bollas Inc/ Los Lupes III	32001388456	103 E CAMP WISDOM RD, DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
26	Mudhook Brands LLC	831168871	100 S MAIN ST, DUNCANVILLE, TX 75116.	\$ 15,000.00	June 10, 2022
27	Center of Attraction Hair Gallery	N/A – Barber/Beauty	210 S. CEDAR RIDGE DRIVE, STE C102, DUNCANVILLE, TEXAS	\$ 2,500.00	June 10, 2022
28	LUCKY DUCK GALLERY	N/A – Submitted Owner Social Security Number	100 S. Main St #114, Duncanville, Texas 75116	\$ 7,500.00	June 22, 2022
29	Hairmosa Beauty Academy, INC.	32069345182	239 TIMOTHY TRAIL DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
30	Adhesive Pro LLC	475279441	630 EAST HIGHWAY 67 SUITE A DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
31	Cruz electric services llc	32075915655	514 E CHERRY ST DUNCANVILLE, TX 75116	\$ 15,000.00	June 10, 2022
32	Duncanville Laser Clinic, LLC	263828627	122 WEST CENTER ST DUNCANVILLE, TX 75116	\$ 5,000.00	June 10, 2022
33	Paradise Beauty Center	N/A – Barber/Beauty	719 S COCKRELL HILL RD, DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022

34	Hamilton Counseling and Consulting, PLLC previously known as Hamilton-Guy Counseling and Training Group, PLLC	32073177852	777 E WHEATLAND RD SUITE #101, DUNCANVILLE, TX 75116.	\$ 15,000.00	June 10, 2022
35	Barefield Pediatric Dentistry	752298519	400 S G ALEXANDER FWY, E HWY 67, DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
36	Smokey Dz BBQ & Catering	32059057458	215 W CAMP WISDOM RD SUITE 3, DUNCANVILLE, TX 75116.	\$ 15,000.00	June 10, 2022
37	Sears Boys Transport LLC	471055973	1615 GREEN TREE LANE DUNCANVILLE, TX 75137	\$ 6,250.00	June 10, 2022
38	DreamZ performance llc	32074376404	1104 EXPLORER DUNCANVILLE, TX 75137	\$ 15,000.00	June 10, 2022
39	Ash Britt JeNe Celebrity Spa	752949107	204 S. CEDAR RIDGE DRIVE, DUNCANVILLE, TEXAS 75116	\$ 11,250.00	June 10, 2022
40	First class cuts	N/A – Barber/Beauty	708 W. WHEATLAND ROAD DUNCANVILLE, TX 75116	\$ 8,750.00	June 21, 2022
TOTAL				\$463,750.00	



STAFF REPORT

MEETING: Special - City Council - 27 Jun 2022

TITLE:

Consider a Resolution approving the award of the City Council and other public meetings broadcasting, social media live streaming, and non-indexed video hosting to Swagit Productions, LLC. through The Interlocal Purchase System (TIPS) contract 190703 for an initial term of three (3) years for an estimated amount of \$132,064.00. The award also includes two (2) one-year options for an estimated \$51,600.00. The contract's total value, including the initial term plus option, is five (5) years for an estimated \$183,664.00.

Vision Statement:

“Duncanville, a City of Champions, is a safe, vibrant, diverse community committed to excellence in education, business, and good governance.”

Pillar:

- **Develop: Infrastructure Improvement Strategy**
 - **Ensure the viability and adaptability of the city’s infrastructure, facilities, and transportation network through thoughtful financial and long-term planning.**
- **Emphasize: Government Accountability, Customer Service, Efficiency and Process Improvement**
 - **Develop a high performing organization that encourages innovation, transparency, and collaboration while delivering exceptional customer service.**

STAFF RESPONSIBLE:

Gwendolyn Spencer, Chief Information Officer

BACKGROUND/HISTORY:

Installation/replacement of the broadcasting system in Duncanville City Hall Council Chambers and Briefing Room. The City's current broadcasting system is old and has presented video and audio challenges as demonstrated in the City Council meeting dated May 10, 2022.

POLICY EXPLANATION:

The various components and services for this project are available from Swagit of Plano, Texas through The Interlocal Purchasing System ("TIPS") cooperative agreement #200101.

The proposal cost is an initial term of three (3) years for an estimated amount of \$126,444.00. The award also includes two (2) one-year options for an estimated \$45,000.00. The contract's total value, including the initial term plus option, is five (5) years for an estimated \$171,444.00.

This authorization complies with Texas Local Government Code municipal procurement requirements.

FUNDING SOURCE:

ORG and Object Number
21501080-700200

<u>Available Budget</u>	<u>Purchase Amount</u>	<u>After Encumber</u>
\$0.00	\$0.00	\$0.00

ACTION ALTERNATIVES:

1. Approval.
2. Do not approval.
3. Other actions as directed by Council.

ATTACHMENTS:

[Attachment 1 - Resolution No. - 2022-051 - Purchase of Swagit Broadcasting System](#)

RESOLUTION NO. 2022-051

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, APPROVING THE AWARD OF THE CITY COUNCIL AND OTHER PUBLIC MEETINGS BROADCASTING, SOCIAL MEDIA LIVE STREAMING, AND NON-INDEXED VIDEO HOSTING TO SWAGIT PRODUCTIONS, LLC. THROUGH THE INTERLOCAL PURCHASE SYSTEM (TIPS) CONTRACT 190703 FOR AN INITIAL TERM OF THREE (3) YEARS FOR AN ESTIMATED AMOUNT OF \$132,064.00. THE AWARD ALSO INCLUDES TWO (2) ONE-YEAR OPTIONS FOR AN ESTIMATED \$51,000.00. THE CONTRACT'S TOTAL VALUE, INCLUDING THE INITIAL TERM PLUS OPTION, IS FIVE (5) YEARS FOR AN ESTIMATED \$183,664.00. AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS AND/OR PAYMENT; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Installation/replacement of the broadcasting system in Duncanville City Hall Council Chambers and Briefing Room. The City's current broadcasting system is old and has presented video and audio challenges as demonstrated in the City Council meeting dated May 10, 2022; and

WHEREAS, The various components and services for this project are available from Swagit of Plano, Texas through The Interlocal Purchasing System ("TIPS") cooperative agreement #200101; and

WHEREAS, The proposal cost is an initial term of three (3) years for an estimated amount of \$132,064.00. The award also includes two (2) one-year options for an estimated \$51,000.00. The contract's total value, including the initial term plus option, is five (5) years for an estimated \$183,664.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DUNCANVILLE, TEXAS, THAT:

SECTION 1. the City Council of the City of Duncanville, Texas hereby approves the execution of an agreement and/or purchase order for the procurement of broadcasting from Swagit Productions, LLC for an initial term of three (3) years for an estimated amount of \$132,064.00.

SECTION 2. the City Council of the City of Duncanville, Texas hereby authorizes the City Manager or designee to execute the appropriate and necessary documents and/or purchase orders.

SECTION 3. this Resolution shall become effective immediately upon its passage

DULY RESOLVED AND ADOPTED by the City Council of the City of Duncanville,
Texas, on the 27th day of June, 2022.

APPROVED:

Barry L. Gordon, Mayor

ATTEST:

Kristin Downs, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit A

TIPS VENDOR AGREEMENTBetween Swagit Productions and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

TIPS RFP 190703 Video and Audio Equipment, Production and Presentation Systems**General Information**

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

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the addendums possible.

Terms and Conditions**Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0", "included in price" or other similar indication. Otherwise, all shipping, freight or delivery charges shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member unless alternative shipping terms are agreed by TIPS as a result of the proposal award.

Warranty Conditions

All new supplies equipment and services shall include ***manufacturer's minimum standard warranty*** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by

Exhibit A

authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

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

Term and Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one-year extension beyond the base three-year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect.

Example: *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

No Agreement for goods or services with a TIPS Member by the awarded vendor named in this Agreement that results from the solicitation award named in this Agreement, may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated in an Agreement by the vendor with the TIPS Member shall only be valid and enforceable when the vendor receives written confirmation by purchase order, executed Agreement or other written instruction issued by the TIPS Member for any renewal period. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. This term is not negotiable and any Agreement between a TIPS Member and a TIPS awarded vendor with an automatic renewal clause that conflicts with these terms is rendered void and unenforceable.

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is

Exhibit A

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer agrees to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the Vendor Portal User Guide will walk you through the process of reporting sales to TIPS. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Page 5 of 39

Exhibit A

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.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful

provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

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

Exhibit A

five (5) business days of the transfer of assets or rights.

Site Requirements (only when applicable to service or job)

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

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

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

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM

Supplemental Agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate Supplemental Agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement such as but not limited to, invoice requirements, ordering requirements, specialized delivery, etc. Any Supplemental Agreement or contract developed as a result of this Agreement is exclusively between the TIPS Member entity customer and the Vendor. TIPS, its agents, TIPS Members and employees not a party to the Supplemental Agreement with the TIPS Member customer, shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a Vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS review and approval may be at any time during the life of this Vendor Agreement. TIPS permits TIPS Members to negotiate additional terms and

Page 7 of 39

Exhibit A

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.

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

Page 8 of 39

Exhibit A

the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded Vendor's TIPS project files, documentation and correspondence related to the requesting TIPS Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

Attention: General Counsel
Page 9 of 39

Exhibit A

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.

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

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

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

Page 10 of 39 The TIPS Vendor Agreement Signature Page is inserted here.

Exhibit A

TIPS Vendor Agreement Signature Form

TIPS RFP 190703 Video and Audio Equipment, Production and Presentation Systems

Company Name Swagit Productions, LLC
 Address 12801 North Central Expressway Suite 900
 City Dallas State TX Zip 75243
 Phone 214-432-5905 Fax 214-750-9513
 Email of Authorized Representative nross@swagit.com
 Name of Authorized Representative Natascha Ross
 Title Account Manager
 Signature of Authorized Representative *Natascha Ross*
 Date 8/7/19
 TIPS Authorized Representative Name Meredith Barton
 Title Chief Operating Officer
 TIPS Authorized Representative Signature *Meredith Barton*
 Approved by ESC Region 8 *David Wayne Fitts*
 Date 10-02-19

Exhibit A

**190703****Swagit Productions, LLC
Supplier Response****Event Information**

Number: 190703
Title: Video and Audio Equipment, Production and Presentation Systems
Type: Request for Proposal
Issue Date: 7/11/2019
Deadline: 8/23/2019 03:00 PM (CT)
Notes: NOTE TO EXISTING TIPS CONTRACT HOLDERS:
If you currently have an Audiovisual Supplies or Technology Solutions contract, you may not want to respond to this RFP because it may duplicate your existing opportunity to sell to TIPS members.

Contact Information

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

Page 12 of 39

Exhibit A

Swagit Productions, LLC Information

Address: P.O. Box 251002
 Plano, TX 75025
 Phone: (214) 432-5905
 Fax: (214) 432-5905
 Toll Free: (214) 432-5905

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

Natascha Ross

Signature

Submitted at 8/22/2019 11:15:58 PM

nross@swagit.com

Email

Supplier Note

We didn't include our vendor name on the RFP agreement due to following the instructions for taking an exception.

Requested Attachments**Vendor Agreement**

190703 Vendor Agreement_rev_07102019.pdf

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

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

190703 Agreement_Signature_Form.pdf

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

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

Pricing Spreadsheet #1

190703 Pricing_form_1-submitting.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

190703 Pricing_form_2.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

References

Reference Form.xls

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

Exhibit A

Proposed Goods and Services

Product Description.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. I does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED *No response*

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

DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

No response

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

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

D/M/WBE Certification OPTIONAL

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.

HUB Certification OPTIONAL

No response

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

DO NOT UPLOAD encrypted or password protected files.

Warranty

No response

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

DO NOT UPLOAD encrypted or password protected files.

Supplementary

One-Sheet 01 EASE 2017-07-07.pdf

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

DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

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

DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

_SWAGIT-logo-hubspot-600w.png

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

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

Exhibit A

Disclosure of Lobbying Activities Standard Form LLL

No response

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

Confidentiality Form

Confidential Form.jpg

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

Bid Attributes**1 Yes - No**

Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.

NO

2 Yes - No

Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <https://comptroller.texas.gov/purchasing/vendor/hub/> or in a HUBZone as defined by the US Small Business Administration at <https://www.sba.gov/offices/headquarters/ohp>

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

No

3 Yes - No

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

Yes

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Swagit provides hands-free video streaming® and broadcast solutions to local, state and federal government agencies. Swagit pioneered the Avior™ Broadcast System – a complete package of PTZ cameras & professional video-switching equipment that enables any client to fully outsource production, operation, and distribution of HD multi-camera broadcasts for public meetings. Swagit's progressive online, mobile & social platform solutions include the Extensible Automated Streaming Engine (EASE™): a hands-free webcasting® system for public meeting indexing, agenda integration, archiving, on-demand playback; closed captioning; the innovative Sound Search™; a PEG portal & PEG app featuring HD viewing & social media integration; plus live streaming to social platforms with Swagit's eXstream packages.

6 Primary Contact Name

Primary Contact Name

Bryan Halley

Page 15 of 39

Exhibit A

7	Primary Contact Title Primary Contact Title President
8	Primary Contact Email Primary Contact Email corporate@swagit.com
9	Primary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 214-432-5905
10	Primary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 214-750-9513
11	Primary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
12	Secondary Contact Name Secondary Contact Name Natascha Ross
13	Secondary Contact Title Secondary Contact Title Account Manager
14	Secondary Contact Email Secondary Contact Email nross@swagit.com
15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 469-913-9747
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response

Exhibit A

17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 No response
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. Bryan Halley
19	Admin Fee Contact Email Admin Fee Contact Email corporate@swagit.com
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 214-432-5905
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. Bryan Halley
22	Purchase Order Contact Email Purchase Order Contact Email corporate@swagit.com
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 214-432-5905
24	Company Website Company Website (Format - www.company.com) www.swagit.com
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) No response
26	Primary Address Primary Address P.O. Box 251002 Plano TX,75025
27	Primary Address City Primary Address City Dallas

Exhibit A

28

Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

29

Primary Address Zip

Primary Address Zip

75243

30

Search Words:

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

streaming video, hands-free webcasting, hands-free video streaming, video production, broadcast solutions, live streaming, streaming media, paperless agenda, electronic voting, audio-visual, A/V solutions.

31

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 and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR) compliant.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?

Yes

32

Yes - No

Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:

(A) has its principal place of business in Texas;

OR

(B) employs at least 500 persons in Texas?

Yes

33

Company Residence (City)

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

Dallas,

Exhibit A

3	4	Company Residence (State) Vendor's principal place of business is in the state of? Texas
3	5	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%. 5%
3	6	TIPS administration fee By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.
3	7	Yes - No Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered. Yes
3	8	Yes - No Do you offer additional discounts to TIPS members for large order quantities or large scope of work? No
3	9	Years Experience Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information. 16
4	0	Resellers: Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section. No

Exhibit A

4 1	Pricing discount percentage are guaranteed for? Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award? YES
----------------------	---

4 2	Right of Refusal Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion? Yes
----------------------	--

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

4 4	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf There is an optional upload for this form provided if you have a conflict and must file the form. No
----------------------	--

4 5	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? No response
----------------------	---

Exhibit A

4
6

Regulatory Standing

I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.

Yes

4
7

Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

No response

4
8

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law ;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Exhibit A

4
9

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.

Exhibit A

50

Suspension or Debarment Certification

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

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

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

51

Non-Discrimination Statement and Certification

In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

Exhibit A

5
2

2 CFR PART 200 Contract Provisions Explanation

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

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

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

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

5
3

2 CFR PART 200 Contracts

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

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

Does vendor agree?

5
4

2 CFR PART 200 Termination

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

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

Does vendor agree?

Exhibit A

55

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?

56

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?

57

2 CFR PART 200 Federal Rule

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

Exhibit A

58

2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Yes

59

Certification Regarding Lobbying

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

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

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

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

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

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

I HAVE NOT Lobbied per above

60

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

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

Exhibit A

6
1

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

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

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

NO

6
2

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

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

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

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

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

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

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

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

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

No response

Exhibit A

63

Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas."

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

64

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?

65

Remedies Explanation of No Answer

Exhibit A

66

Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

Yes

67

Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

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

Yes

68

Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Do you agree to these terms?

Yes, I Agree

69

Infringement(s) Explanation of No Answer

No response

70

Contract Governance

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

Yes

Exhibit A

7
1**Payment Terms and Funding Out Clause****Payment Terms:**

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

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

7
2**Insurance and Fingerprint Requirements Information**Insurance

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

Fingerprint

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

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

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us 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

Exhibit A

7
3

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

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

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

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

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

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

☐ None

Exhibit A

7
4

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

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

7
5

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

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

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. engaged by ESC Region 8/The Interlocal Purchasing System (TIPS)

4845 Highway 271 North

Pittsburg, TX, 75686

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

AND

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

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

YES ☐

Exhibit A

7
6

Logos and other company marks

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

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

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

7
7

Solicitation Deviation/Compliance

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

Yes

7
8

Solicitation Exceptions/Deviations Explanation

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

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

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

No response

7
9

Agreement Deviation/Compliance

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

No

Exhibit A

80

Agreement Exceptions/Deviations Explanation

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

Termination:

We feel that termination for convenience erodes the very foundation of a contract and would ask that it be removed.

Financial Statements:

Swagit Productions, LLC is a privately held company and will not provide audited financial statements or annual reports.

81

Felony Conviction Notice

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

Select A., B. or C.

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

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

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

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

82

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

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

1. Name of Felon(s)

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

3. Details of Conviction(s).

No response

Exhibit A

83

Long Term Cost Evaluation Criterion # 4.

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

increases will be 5% or less annually per question

84

Required Confidentiality Claim Form

Required Confidentiality Claim Form

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

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tips-usa.com

85

Choice of Law clauses

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 TIPS or 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.

Agreed

86

Venue of dispute resolution

In the event of a litigation or use of any dispute resolution model when resolving disputes with TIPS or 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.

Agreed

87

Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

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

Agreed

Exhibit A

88

Indemnity Limitation

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.

Agreed

89

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?

Agreed

Exhibit A

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Louisiana State Legislature	Gary Schaefer, Senate Information Systems Coordinator	schaeferg@legis.la.gov	225-342-1001
Collin County, Texas	Tim Wyatt, Public Information Officer	twyatt@collincountytx.gov	972-548-4673
City of Austin, Texas	Keith Reeves, ATXN Station Manager	Keith.Reeves@austintexas.gov	512-974-7952

Exhibit A

TIPS RFP #

190703

Required Confidential Information Status Form

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

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

Swagit Productions, LLC

Name of company

Bryan Halley President

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

12801 North Central Expressway Suite 900 Dallas 75243 214-432-5905

Address

City

State ZIP

Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION.

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

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

Signature _____ Date _____

OR -----

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

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

Signature _____

Date

8/9/19

Exhibit A



EASE™

**is a
hands-free,
fully
automated
streaming
media service
plan.**

EASE™ — the Extensible Automated Streaming Engine — is a hands-free webcast system for streaming public meetings live, then archiving for on-demand viewing. The EASE™ software framework contains both foundation and extension modules that work together to automate many otherwise manually intensive tasks.

Videos can first be streamed live, then are automatically transferred to Swagit's Managed Services Division where they are time-stamped and integrated with the meeting's written agenda before being published to the jurisdiction's website archives — without requiring additional staff or creating additional work for current employees.

Swagit's flagship product, EASE™, is continually updated for optimal delivery to end-users using emerging technology. It evolves with your organization and continuously meets and exceeds the streaming media needs of government.



FEATURES

- ▶ HD / SD
- ▶ Hands-free indexing and cross linking
- ▶ Agenda integration with video player
- ▶ Archiving by metadata and Sound Search™
- ▶ Closed captioning for live and on-demand
- ▶ Open API integration with agenda management solutions
- ▶ Free 24/7 responsive support and customer service
- ▶ Free software updates for streaming platforms
- ▶ Optional AT&T U-verse® delivery

Page 39 of 39

Swagit Productions, LLC
12801 N. Central Expressway, Suite 900 | Dallas, Texas 75243
214-432-5905 | Toll Free 800-573-3160
www.swagit.com

EASE™ and Sound Search™ are trademarks of Swagit Productions, LLC. All other marks are the property of their respective owners.

7-7