

## Book Scanning and Restoration Service Agreement

Book Scanning and Restoration Service Agreement (Agreement) dated this 2<sup>nd</sup> day of January, 2018, between Panola County (County) and Scott-Merriman, Inc. 11212 Goodnight Lane, Building 200, Dallas, Texas 75229 (Vendor).

### RECITALS:

- A. The County desires to purchase certain scanning and book restoration services.
- B. The Vendor is agreeable to providing such services to the County on the terms and conditions set out in this Agreement.
- C. The County enters into this agreement as a member of the The Interlocal Purchasing System (TIPS) operated by the Region VIII Education Service Center. Pursuant to the authority of Texas Government Code Section 791.025 and Texas Local Government Code Section 271.102, the County's purchase of services through the TIPS program under this Agreement satisfies the competitive bidding requirements that would otherwise be applicable to the County.

### **The Parties therefore agree as follows:**

#### A. Services Provided:

1. The County hereby agrees to engage the Vendor to provide the County with services consisting of:
  - a. Scott-Merriman, Inc. will provide all the scanning and book restoration services as outlined and priced in Vendor's proposal using the TIPS National Purchasing Cooperative Contract #170306, a copy of which proposal is attached hereto as Appendix A and incorporated herein for all purposes.
  - b. The parties understand and agree (1) that Vendor's services under this Agreement shall comply in all respects with the terms and conditions set forth in the TIPS Vendor Agreement dated May 26, 2017, between Scott Merriman Inc. and TIPS, a copy of which agreement is attached hereto as Appendix B and incorporated herein for all purposes, and (2) that the County is a third party beneficiary of the TIPS Vendor Agreement and shall have full power and authority to enforce any of the terms and conditions of such TIPS Vendor Agreement the same as if the County were a party to the TIPS Vendor Agreement.

- c. The project will be completed in approximately 6 months after book pick up from the County Clerk's Office.
- d. Email requests for County information held by Scott-Merriman, Inc. during the project will be provided to the County electronically within 2 business days.

B. Term of the Agreement:

This Agreement shall be effective on the date that it has been signed by both parties (Effective Date), and shall continue in effect for a term of one (1) year immediately following the Effective Date.

C. Termination:

The County has the option to terminate this Agreement during the first ninety (90) days after the Effective Date without prior notice if Vendor does not perform the services to the Customer's satisfaction. Thereafter, Customer may terminate the Agreement upon thirty (30) days prior written notice.

The County's payment obligations under this Agreement shall be paid out of current funds of the County and are subject to appropriation of funds by the Panola County Commissioners Court. The County may terminate this Agreement without liability to the County if funding for the Agreement is not appropriated by the Commissioners Court.

D. Ownership of materials and property:

All property including any work in progress developed under this agreement is the sole property of the County and will promptly be returned to the County upon request.

E. Confidential Information/Sensitive Personal Information:

1. All information and records supplied by the County to Vendor belong to the County and shall be kept confidential and not disclosed to parties other than Vendor's employees on a need-to-know basis for the purpose of performance of this Agreement. If Vendor receives an open records request under the Texas Public Information Act (Texas Government Code Chapter 552) relating to the County's information or records, Vendor shall refrain from disclosing such information and immediately upon receiving such open records request shall notify the County so that the County may determine whether to request an opinion from the Attorney General concerning whether such information or records are subject to disclosure.
2. **Vendor must have implemented and must maintain reasonable procedures, including taking any appropriate corrective action, to protect from unlawful use or disclosure any "sensitive personal information," as that term is defined in Section 521.002(a)(2) of the Texas Business and Commerce Code as may be**

**amended from time to time, collected or maintained by the Vendor in carrying out its obligations under this Agreement. Vendor shall provide any and all notifications required of a person who conducts business in the State of Texas and owns or licenses computerized data that includes sensitive personal information, as stated in Section 521.053 of the Texas Business and Commerce Code, as may be amended from time to time. Vendor shall notify the County of any "breach of system security," as that term is defined at Section 521.053(a) of the Texas Business and Commerce Code within 24 hours of learning of a reasonable possibility that there exists a breach of system security, regardless of whether such breach has been confirmed.**

F. Conflicts and Ethics Disclosures:

1. Vendor shall determine if it is required to file a completed Conflict of Interest Questionnaire with the County pursuant to Chapter 176 of the Texas Local Government Code, and if so, shall submit such completed Questionnaire to the County at the time it submits its signed Agreement.
2. Vendor shall provide the County with a completed Certificate of Interested Parties (Form 1295) as required by Section 2252.908 of the Texas Government Code, which is available at: <https://www.ethics.state.tx.us/tec/1295-Info.htm>, and shall submit such completed Certificate to the County at the time it submits its signed Agreement.

G. Insurance:

Prior to commencing any work under this Agreement, Vendor shall provide to the County a copy of its current Certificate of Insurance which must meet the requirements specified in Appendix C to this Agreement

H. Notice:

All notices and communication permitted by this agreement will be between the parties below.

1. Panola County (County Clerk)
2. Scott-Merriman, Inc.

IN WITNESS WHEREOF, the Parties have duly affixed their signatures.

Panola County

By: Lee Ann Jones (seal)

Title: County Judge

Date: Feb. 6, 2018

Scott-Merriman, Inc.

By: [Signature] (seal)

Title: President

Date: 1-2-2018

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CONTRACT #170306

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November 16, 2017

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Fax 972-484-8908

Panola County Clerk  
110 S. Sycamore #201  
Carthage, Texas 75633

Re: Proposal for Scanning, De-Acidifying, Restoration and Image Processing

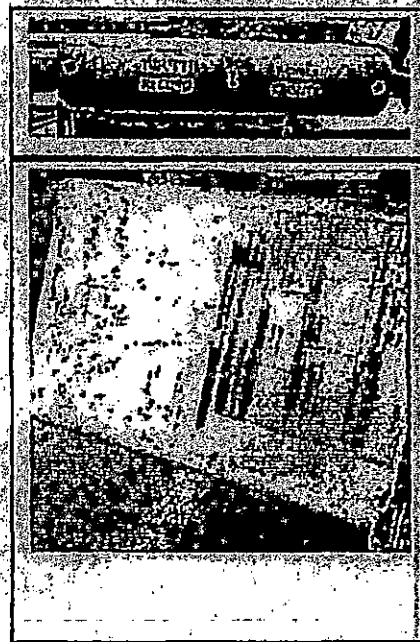
I am pleased to provide this proposal for scanning, de-acidification, restoration, encapsulation and installation of bound and loose page books into new binders, along with digital image processing for the Panola County Clerk's office in Carthage, Texas.

Project Description

The Panola County Clerk has 72 bound and loose page volumes that are in very poor to good condition.

Volumes include Birth Records, Death Records, Marks & Brands, Marriage Indexes, Marriage Records and Delayed Birth Records.

Some volumes have numerous addenda affixed to pages with tape, staples or other fasteners. Most addenda have been placed on the pages where the original record or related data is found in the volumes. Some addenda obscure data that is referenced by the county and the public (addenda have been affixed so that they can be lifted to reveal the data under the addendum). Some pages contain multiple addenda. A few volumes have loose addenda located in front of the cover sheets at the front or back of the book.



The county wants the pages in these volumes de-acidified and encapsulated in polyester archival sleeves. The encapsulated pages should then be placed in new county record binders having the correct lettering to identify the volumes. All volumes containing index tabs must have index tabs affixed when placed in the new binders. All volumes containing divider sheets (such as those separating Male/Female names in Marriage Records) should have new divider sheets placed in the correct places in the new binders.

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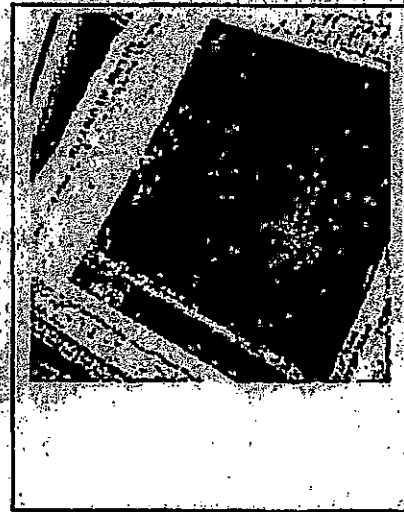
Fax 972-484-8908

When an addendum covers data on the original page, the addendum should be placed in a separate encapsulation sleeve immediately following the page where it was originally found. The addendum will be placed on a blank sheet of 32# acid free archival paper. Any loose addenda found in a volume will be placed in encapsulations at the back of the new binders.

All volumes excluding Marriage Record #A – J require that digital images of the pages be delivered to the county (Marriage Records #A – J were scanned in a previous project). All pages with addenda must be scanned both with and without the addenda. All pages that have 2 records per page (Birth and Death Records), must have the images split into 2 images. All folio pages (where the original data record extends from the left page to the right page) must be delivered as a single image that contains both of the related left and right pages of the volume.

All pages with Photostat pages or addenda should have the digital image of the Photostat restored such that all background becomes white and all text/handwriting becomes black on the final images. Any regions of black text on these Photostats must be correctly reversed. Regions that are faint should be darkened. Regions with stamps and seals should be made as visible as possible.

Digital images should be delivered to the county as bi-tonal TIF images, with each book in a folder having the original book name as the folder name. File names will be sequential file numbers. Where original images were split into multiple new images (such as Birth/Death Records where each page contained 2 records), some consistent naming convention should be followed to identify what order the pages were originally found in the books.



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#### Project Assumptions

- All volumes have a page size of no larger than 18" x 12"
- All volumes for this project, with page count and size, are listed in Appendix A
- Any pages with addendums will be scanned both with and without the addendum
- All scanning, book preservation, de-acidification and installation into new binders should be done off-site

#### Project Completion Strategy

- **Book Pick-Up:** Upon approval of the project, an image project manager will contact the county to schedule a pick-up date. The pick-up date would be scheduled to occur within 2-3 weeks of the date when scanning and book restoration technicians will be available to process the job.

Upon arrival, the pick-up team will review the book inventory with the official to confirm the books to be picked up. The team will box the books, and check off each book on the inventory list. A copy of the inventory list will be left with the County Clerk when the team has everything loaded and ready for transport. Books will be transported to our restoration and image processing lab in Duncan, Oklahoma. Books will be stored in a locked, climate controlled storage area while in our facility.

A File Request Form PDF will be provided to the county that should be used if there is a record request for any pages from the books while in our possession. A PDF copy of the page(s) will be provided by email to the requestor on the File Request Form within 1 business day.

- **Scanning:** The first step in our process is to scan the books. As this project becomes active in our scanning queue, books will be pulled from storage shelves and scanned in order. With current production schedules, this phase is expected to take 1 week.

Any bound books scanned will be placed in the book cradle and scanned in color at 300 dpi or better. Loose page books will be scanned using equipment

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with a page feeder. Any pages with folded corners or other page issues will have those pages flattened out prior to scanning. If pages are found with addenda (sticky notes, taped overlays, etc.) those pages will be scanned both with and without the addendum if the data under the addendum can be accessed. After scanning, the book will be reassembled if needed and returned to the storage area. During the scanning process, the scanning technician will closely monitor the image quality and make adjustments as needed to get the best quality image.

Any books with pages having page numbers will be initially indexed by volume and page and a missing pages report will be generated. An imaging technician will review the books to confirm that those pages are actually missing from the books and check with the county as to whether any pages identified in this process can be obtained from any other source. Any missing pages that can be acquired will be inserted back into the job and the missing pages report will be updated (this allows us to provide a comprehensive index of the books scanned and list any pages/page ranges that are actually missing from the books. If the county has a source for any pages actually missing (microfilm, Title Company, abstractor, etc.), an opportunity will be given for the county to acquire copies and have those inserted into the job at the correct location.

During this phase, a book restoration technician will review the books and determine the exact binder requirements. On this proposal we have estimated high in order to accommodate the large number of addenda in these books. It is expected that the final binder count will be lower than our current estimate. Once the binder count has been tabulated, binders will be ordered.

**Image Processing:** Books are initially scanned as high-resolution color JPG images. Software developed by Sutterfield Technologies to convert images to archival quality compressed TIF images is used with settings designed to create the best image for viewing and printing. Bound page images will be cropped back to a page size that leaves a small part of the book gutter and top, bottom and outer edges. Samples of each book will be reviewed by an imaging technician for overall quality, legibility and clarity. If a book is found to not

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have reached the quality standard, settings will be adjusted and the images re-converted using the new settings. This process will be repeated until best quality possible is achieved. 100% of the images will be reviewed for quality and when an image with faint image characteristics is found, the faint regions of the image will be enhanced to darken the image artifacts and improve legibility.

For any books that have "folio" pages, the images will be stitched together using an automated software process, so that a single image with all data from the left and right pages aligned will be produced.

- **Digital Image Export/Delivery:** For delivery of the digital images, each book folder will be named based on the original book labelling. These names will be used for creating the folder names for the final images.

All images will be copied to USB external media (flash drive or external hard drive) which will be returned to the county when the books are returned. A copy of the images delivered will be retained by Sutterfield Technologies as long as needed to provide support for the project.

A book index report showing a list of books scanned and indexed will also be provided.

- **Book De-Acidification/Page Encapsulation/Installation in New Binders:** After all books are scanned, book restoration and de-acidification takes place. With current production schedules, this phase is expected to take 6 weeks. Each book will be disassembled using techniques recommended for conservation of historic documents. All fasteners (paper clips, staples, etc.) and non-archival attachments (such as tape) will be removed. Each page and each addendum will be de-acidified using processes recommended by the Library of Congress for historic documents. If the original addendum did not cover any other information or if the addendum was previously affixed in such a way that the original page underneath the addendum was not visible (as where a panel has been taped over a blank form), the addenda will be re-placed on the page in the original location using conservator approved fastening methods.

If the addendum obscures data, the addendum will be placed on a blank sheet of de-acidified archival paper, encapsulated and placed in order behind the original page. Each de-acidified page will be placed in an archival polyester encapsulation made for that size page.

Typically, the new pages will be approximately 60% thicker than the original page because of the additional thickness added by the encapsulation sleeve. If needed, original books will be split into multiple binders for each original volume. For this project, we estimate that the original 72 books will require 152 binders. Each set of new binders will have lettering to indicate the nature of the new binder (for example, the new Birth Record #1 binders would have lettering to indicate the book had been split, is: Birth Record #1 (Volume 1 of 2) or Birth Record #1 (Volume 2 of 2). Naming conventions will be suggested to the county and confirmed before binders are ordered.

- **Book Delivery:** After completion of the book restoration process, the return delivery will be scheduled with the County Clerk. All books and the digital media will be packaged and loaded for delivery back to the county on the scheduled date. An inventory of the books delivered will be provided for the delivery team to use as books are placed back on the shelves in the county. We estimate that these 72 books will ultimately occupy no more than 152 binders (there may be fewer).



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**Appendix A – List of Volumes for this project**

Total	Book name – processes included	Sheet size	Books/Dividers/A-Z Tabs
\$2,985.00	Birth Record #1 - (Scan, Process Addenda, Very Complex Restoration, Encapsulate, Install in new binder(s), Stitch Folio Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$3,185.00	Birth Record #3 - (Scan, Process Addenda, Complex Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 1 Set(s) A-Z Tabs
\$3,295.00	Birth Record #4 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	18 x 11.5	3 Binder(s), 2 Divider(s), 1 Set(s) A-Z Tabs
\$2,952.00	Birth Record #5 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 1 Set(s) A-Z Tabs
\$3,295.00	Birth Record #6 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Split Digital Images, Deliver Digital Images to County)	18 x 11.5	3 Binder(s), 2 Divider(s), 1 Set(s) A-Z Tabs
\$3,222.00	Birth Record #7 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Split Digital Images, Deliver Digital Images to County)	18 x 11.5	3 Binder(s), 2 Divider(s), 1 Set(s) A-Z Tabs
\$3,220.00	Birth Record #8 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Split Digital Images, Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$2,570.00	Birth Record #9 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$2,800.00	Birth Record #10 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	14 x 8.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$3,295.00	Birth Record #11 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$3,295.00	Birth Record #12 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$1,908.00	Birth Record #13 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	14 x 8.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$1,160.00	Death Record #1 - (Scan, Process Addenda, Very Complex Restoration, Encapsulate, Install in new binder(s), Stitch Folio Images, Deliver Digital Images to County)	16 x 10.5	1 Binder(s), 1 Set(s) A-Z Tabs
\$2,025.00	Death Record #2 - (Scan, Process Addenda, Complex Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs

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\$ 1,035.00	Death Record #3 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	18 x 11.5	1 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,440.00	Death Record #4 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,560.00	Death Record #5 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,515.00	Death Record #6 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,583.00	Death Record #7 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,603.00	Death Record #8 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,590.00	Death Record #9 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,458.00	Death Record #10 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,988.00	Death Record #11 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #12 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #13 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #14 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #15 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #16 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 3,295.00	Death Record #17 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s), 1 Set(s) A-Z Tabs
\$ 640.00	Marks & Brands #1 - (Scan, Process Addenda, Very Complex Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	16 x 10.3	1 Binder(s), 1 Set(s) A-Z Tabs
\$ 1,040.00	Marks & Brands #2 - (Scan, Very Complex Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	1 Binder(s), 2 Set(s) A-Z Tabs

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\$ 985.00	Marks & Brands #3 - (Scan, Complex Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	16 x 10.5	1 Binder(s), 1 Set(s) A-Z Tabs
\$ 851.00	Marks & Brands #4 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	16 x 10.5	1 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,696.00	Marriage Index # 1 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 2 Set(s) A-Z Tabs
\$ 2,696.00	Marriage Index # 2 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 2 Set(s) A-Z Tabs
\$ 2,696.00	Marriage Index # 3 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 2 Set(s) A-Z Tabs
\$ 2,686.00	Marriage Index # 4 - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s), 2 Divider(s), 2 Set(s) A-Z Tabs
\$ 990.00	Marriage Record #A - (Very Complex Restoration, Encapsulate, Install in new binder(s))	11 x 8.5	1 Binder(s)
\$ 1,275.00	Marriage Record #B - (Very Complex Restoration, Encapsulate, Install in new binder(s))	14 x 8.5	1 Binder(s)
\$ 812.00	Marriage Record #C - (Very Complex Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s)
\$ 2,122.00	Marriage Record #D - (Very Complex Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	3 Binder(s)
\$ 2,295.00	Marriage Record #E - (Very Complex Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s)
\$ 2,295.00	Marriage Record #F - (Regular Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,295.00	Marriage Record #G - (Regular Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,295.00	Marriage Record #H - (Regular Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,295.00	Marriage Record #I - (Regular Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,295.00	Marriage Record #J - (Regular Restoration, Encapsulate, Install in new binder(s))	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,366.00	Marriage Record #K - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs

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www.scott-merriman.com

TIPS NATIONAL PURCHASING  
 COOPERATIVE AWARDED VENDOR  
 TECHNOLOGY SOLUTIONS  
 PRODUCTS & SERVICES  
 CONTRACT #170306

scott-merriman@abcglobal.net

Telephone 972-484-7113

Toll-Free 800-648-7022

Fax 972-484-8908

\$ 1,620.00	Marriage Record #L - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,700.00	Marriage Record #M - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,698.00	Marriage Record #N - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,195.00	Marriage Record #O - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,195.00	Marriage Record #P - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,195.00	Marriage Record #Q - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,700.00	Marriage Record #R - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Split Digital Images, Deliver Digital Images to County)	16 x 10.5	2 Binder(s), 1 Set(s) A-Z Tabs
\$ 2,573.00	Marriage Record #S - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 2,573.00	Marriage Record #T - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 2,573.00	Marriage Record #U - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 2,573.00	Marriage Record #V - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 2,415.00	Marriage Record #W - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 2,415.00	Marriage Record #X - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	18 x 11.5	2 Binder(s)
\$ 3,270.00	Marriage Record #Y - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s)
\$ 3,270.00	Marriage Record #Z - (Scan, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	14 x 8.5	3 Binder(s)
\$ 1,035.00	Delayed Birth #27 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	1 Binder(s)
\$ 1,920.00	Delayed Birth #28 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	7.5 x 9	2 Binder(s)



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TIPS NATIONAL PURCHASING  
 COOPERATIVE AWARDED VENDOR  
 TECHNOLOGY SOLUTIONS  
 PRODUCTS & SERVICES  
 CONTRACT #170906

scott-merriman@abcglobal.net

Telephone 972-484-7113

Toll-Free 800-648-7022

Fax 972-484-8908

\$ 2,796.00	Delayed Birth #29 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Digital Photostat Restoration, Deliver Digital Images to County)	7.5 x 9	2 Binder(s)
\$ 3,215.00	Delayed Birth #30 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	3 Binder(s)
\$ 3,215.00	Delayed Birth #31 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	3 Binder(s)
\$ 2,585.00	Delayed Birth #32 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	2 Binder(s)
\$ 2,470.00	Delayed Birth #33 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	2 Binder(s)
\$ 1,948.00	Delayed Birth #34 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	2 Binder(s)
\$ 1,780.00	Delayed Birth #35 - (Scan, Process Addenda, Regular Restoration, Encapsulate, Install in new binder(s), Deliver Digital Images to County)	7.5 x 9	2 Binder(s)





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TIPS NATIONAL PURCHASING  
COOPERATIVE AWARDED VENDOR  
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PRODUCTS & SERVICES  
CONTRACT #170306

scott-merriman@sbcglobal.net  
Telephone 972-484-7113  
Toll-Free 800-648-7022  
Fax 972-484-8908

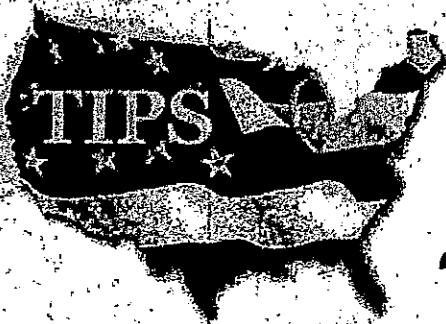
Appendix B - Project Price

- Based on the individual book pricing provided above, the project pricing would be:

Description	Price
On-site scanning, de-acidification, restoration, encapsulation and installation of bound and loose page books into new binders, along with digital image processing off-site.	\$174,704.00
Total Project Charge	\$174,704.00

- This estimate assumes that all 72 books will be done as part of the same project. If the county wishes to split the project into multiple projects, additional proposals can be provided for a sub-set of the books listed at the prices listed per book for project quantities of 20 or more books.





# THE INTERLOCAL PURCHASING SYSTEM

"PURCHASING MADE PERSONAL"



EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.C  
ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL  
PO MUST REFERENCE TIPS CONTRACT NUMBER

OVERVIEW

**DUE DILIGENCE**

CONTACTS

FINANCIAL SERVICES

PRINT PROFILE

## Scott Merriman, Inc.

CONTRACT: 170306 Technology Solutions, Products and Services  
May-26-2017 to May-22-2020

### CONTRACT DOCUMENTS

- [Bid Request](#)
- [Bid Responder List](#)
- [Bid Advertising](#)

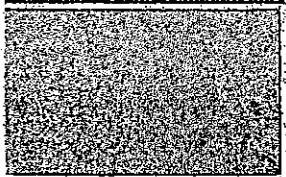
### VENDOR DOCUMENTS

- [Vendor Contract](#)
- [Award Letter](#)

Search



OM



SIGN UP ALL CONTRACTS ALL VENDORS

Search

HOME CONTRACTS MEMBERSHIP VENDORS SOLICITATIONS ABOUT US

EMAIL PURCHASE ORDER TO: TIPSPO@TIPS-USA.COM  
ATTACH PO AS A PDF - ONLY ONE PO PER EMAIL  
PO MUST REFERENCE TIPS CONTRACT NUMBER

OVERVIEW

DUE DILIGENCE

CONTACTS

FINANCIAL SERVICES

PRINT PROFILE

VENDOR Scott Merriman, Inc.

WEBSITE [scott-merriman.com](http://scott-merriman.com)

SERVICE/PRODUCTS DESCRIPTION

Scott-Merriman, Inc. has been serving the Dallas area and Texas Counties for over 30 years for all of your Printing and County Record needs. Imaging Services Digital records preserve documents as they are today, preventing loss from further use and deterioration. Prevent loss, improve public access and recover precious physical storage space by storing originals in a safe place and using digital copies. Recreating paper books or updating microfilm archives with digitally produced film will preserve physical copies of images with improved quality for decades. Our services have fast turn-around time with the highest quality in the industry! On-Site Book Scanning Record books are a major source for archival research in cities and counties. Digitizing bound or oversized books can be daunting. Let us help with on-site, non-destructive bound or high-speed loose leaf book scanning services. Photostat restoration Restoring photostats is not simply a matter of reversing the image. Photostats often have hand-written notes, labels, faded text and stains left by incomplete development or over-development. Our photostat enhancement often produces better documents than the originals.

AWARDED CONTRACTS

CONTRACT: 170306 Technology Solutions, Products and Services  
May-26-2017 to May-22-2020

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TECHNOLOGY/SECURITY PRINTING • COUNTY/CITY SOLUTIONS

**SCOTT MERRIMAN**  
INCORPORATED

TIPS NATIONAL PURCHASING  
COOPERATIVE AWARDED VENDOR  
TECHNOLOGY SOLUTIONS  
PRODUCTS & SERVICES  
CONTRACT #170306

[www.scott-merriman.com](http://www.scott-merriman.com)

[scott-merriman@sbrcglobal.net](mailto:scott-merriman@sbrcglobal.net)

Telephone 972-484-7113

Toll-Free 800-648-7022

Fax 972-484-8908

We are pleased to announce that Scott-Merriman, Inc. is an awarded contract holder for The Interlocal Purchasing System (TIPS) which is a national purchasing cooperative that offers access to competitively procured purchasing contracts to its membership!

As an awarded vendor of Technology Solutions Products & Services, Scott-Merriman, Inc. offers TIPS members the opportunity to purchase our products and services at a discounted price without the delay and expense of going out to bid.

Find the contract at [www.tips-usa.com](http://www.tips-usa.com) contract #170306.



THE INTERLOCAL PURCHASING SYSTEM

TIPS membership is available to Government, Education and Non-Profit Agencies. This includes but is not limited to:

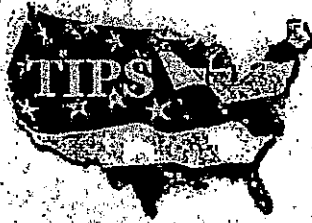
- \* County Government \* Municipal Government \* Townships \* School Districts
- \* Any Schools/Colleges/Universities Public or Private \* State Agencies
- \* Water/Park & Other Districts \* Churches \* Charitable Organizations
- \* Other Entities with Legislated Purchasing/ Bidding Requirements

### SERVICES PROVIDED ON THIS CONTRACT INCLUDE:

- |   |   |
|---|---|
| <i>Onsite analysis</i>                              | <i>Archival De-acidification/Encapsulation old books</i>    |
| <i>Scanning old books &amp; documents</i>           | <i>Archival De-acidification old records</i>                |
| <i>Indexing</i>                                     | <i>Full preservation</i>                                    |
| <i>Plat map scanning</i>                            | <i>Replacement canvas covers</i>                            |
| <i>Digitizing old case files</i>                    | <i>Plat preservation</i>                                    |
| <i>Microfilm digitizing, storage &amp; creation</i> | <i>Historical old document preservation</i>                 |
| <i>Photostat reversal &amp; enhancement</i>         | <i>Archival sleeves</i>                                     |
| <i>Old document enhancement</i>                     | <i>Back scanning or Preserving anything for any purpose</i> |
| <i>Archive quality book recreation</i>              | <i>Other misc. services (please ask)</i>                    |

**Your projects can be completed on-site or off-site. It's your choice!**

11212 GOODNIGHT LANE • BUILDING 200 • DALLAS, TEXAS 75229



## HOW TO MAKE A PURCHASE THROUGH TIPS

1. Visit [www.TIPS-USA.com](http://www.TIPS-USA.com)

- ❖ For a list of categories, choose "All Contracts"
- ❖ For a list of awarded vendors, choose "All Vendors"

*Helpful Hint: Use the search bar located at the top right to search by company name, item or service description*

2. Contact TIPS vendor for a quote.

- Be sure to tell them you are requesting a "TIPS Quote"

3. Issue purchase order!

- ❖ Make PO payable to the TIPS Vendor
- ❖ Please note vendor contract number on PO
- ❖ If using an awarded vendor's reseller, PO should be made out to Vendor / Reseller

4. Go to vendor's profile on the TIPS website for PO submission instructions specific to each vendor.

- ❖ If vendor is not "Automated", you will send to [tipsno@tips-usa.com](mailto:tipsno@tips-usa.com).
  - TIPS will verify purchase order against vendor's contract then forward to vendor for processing. Member will receive confirmation email with printable confirmation letter.
- ❖ If vendor is "Automated", you will send directly to them.
  - Email address for PO's will be noted at top of vendor's profile.
  - Automated vendors are TIPS awarded vendors that have accepted responsibility for processing and reporting all TIPS member's PO's.

5. Payment is made directly to the vendor.

**Need Help? Contact TIPS: 866-839-8477 or [tips@tips-usa.com](mailto:tips@tips-usa.com)**

4. Submit Purchase Orders and/or Vendor Contracts through the TIPS PO System by emailing the pdf document to [tips@tipe-use.com](mailto:tips@tipe-use.com).
5. Accept shipments of products ordered from Awarded Vendors.
6. Process Payments to Awarded Vendors in a timely manner.

**General Provisions:**

The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.

This Agreement shall be governed by the law of the State of Texas and venue shall be in the county in which the administrative offices of RESC VIII are located which is Camp County, Texas.

This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.

If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.

The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

Before any party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation.

No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

This Agreement may be negotiated and transmitted between the Parties by means of a facsimile machine and the terms and conditions agreed to are binding upon the Parties.

**Authorization:**

Region VIII Education Service Center and The Intercal Purchasing System (TIPS) Program have entered into an Agreement to provide cooperative purchasing opportunities to public agencies.

This Agreement was approved by the governing boards of the respective parties at meetings that were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code ch. 551. (if required by the entity.)

**INTERLOCAL AGREEMENT**  
**Region VII Education Service Center**  
**TEXAS PUBLIC ENTITY OR LOCAL GOVERNMENT**  
**(School, College, University, State, City, County, or Other Political Subdivision)**

Panola County  
TEXAS PUBLIC ENTITY

TX991599  
Control Number (TIPS will Assign)

Region VII Education Service Center  
Pittsburg, Texas

225 - 850  
County-District Number

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. In addition, authority is granted under Texas Government Code §§ 791.001 et seq as amended to enter into interlocal agreements with said educational entities, as well as other governmental entities and political subdivisions of Texas and other States. As authorized by applicable statutes and regulations, Cooperative Purchasing Services under this agreement are extended to all Texas State, City or County Government Agencies, or any other Government Entity as defined in the Texas Government Code § 791.003.

This Interlocal Agreement (hereinafter the "Agreement") is effective February 27, 2017 and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This Agreement may be terminated without cause by either party upon (60) days prior written notice, or may also be determined for cause at anytime upon written notice stating the reason for and effective date of such termination and after giving the affected party a thirty (30) day period to cure any breach.

**Statement of Services to be Performed:**

Region VII Education Service Center, by this Agreement, agrees to provide cooperative purchasing services to the above-named public entity through a Program known as the The Interlocal Purchasing System (TIPS) Program.

The purpose of the TIPS Program shall be to obtain substantial savings for participating School District, University, College, Community College, City, County or Other Public Agencies through cooperative purchasing.

**Roles of the TIPS Purchasing Cooperative:**

1. Provide for the organizational structure of the program.
2. Provide staff for efficient operation of the program.
3. Promote marketing of the TIPS Program.
4. Coordinate the Competitively Bid Process for all Vendor Awarded Contracts.
5. Provide members with procedures for placing orders through TIPS PO System.
6. Maintain filing system for Due Diligence Documentation.

**Role of the Public Entity:**

1. Commit to participate in the program by an authorized signature on membership forms.
2. Designate a Primary Contact and Secondary Contact for entity.
3. Commit to purchase products and services from TIPS Vendors when in the best interest of the entity.



The individuals signing below are authorized to do so by the respective parties to this Agreement.

**Public Member Entity:**

Panola County  
Entity Name

By: LeeAnn Jones  
Authorized Signature

Title: County Judge

February 27, 2017  
Date

**Purchasing Cooperative Lead Agency:**

Region VIII Education Service Center

By: David Wayne Fitts  
Authorized Signature

Title: Executive Director Region VIII ESC

February 27, 2017  
Date

**Public Entity Contact Information**

Brooke Lipsy  
Primary Purchasing Person Name

110 E. Sycamore, Room 213A  
Street Address

Garthage, Texas 75633  
City, State Zip

903-693-0320  
Telephone Number

903-693-2726  
Fax Number

brooke.lipsy@co.panola.tx.us  
Primary Person Email Address

Jennifer Stacy  
Secondary Person Name

jennifer.stacy@co.panola.tx.us  
Secondary Person Email Address

If your entity does not require you to have an Interlocal Agreement, please go to the TIPS website under Membership and take advantage of online registration. The states of Texas and Arizona do require all entities to have an Interlocal Agreement. Other States or governmental jurisdictions may require an Interlocal agreement as well and you are advised to consult your legal counsel to determine the requirements for your entity. Email completed Interlocal Agreement to tips@tips-usa.com.



## **Texas Authority**

Texas Education Code §8.002 permits regional education service centers, at the direction of the Commissioner of Education, to provide services to assist school districts, colleges and universities in improving student performance and increasing the efficiency and effectiveness of school, college and university operations. Authority for such services is granted under Texas Government Code §§ 791.001 et seq. as amended. Cooperative Purchasing Services are extended to all Texas State, City and County Government Agencies.

**TIPS VENDOR AGREEMENT**

Between Scott-Merriman, Inc. and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)**

For

**RFP 170306 Technology Solutions, Products and Services**

**General Information**

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

**Definitions**

**PURCHASE ORDER** is the TIPS member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member will be added as addendums to the PO. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Page 1 of 12

## **Terms and Conditions**

### **Freight**

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

### **Warranty Conditions**

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

### **Customer Support**

The Vendor shall provide timely and accurate customer support to TIPS members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

### **Agreements**

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

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

### **Tax exempt status**

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

### **Assignments of Agreements**

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

### **Disclosures**

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

### **Renewal of Agreements**

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

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

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

### **Shipments**

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and

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

#### **Invoices**

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS participant. Each invoice shall include the TIPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS participant.

#### **Payments**

The TIPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

#### **Pricing**

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

The Vendor agrees to promptly lower the cost of any product purchased through TIPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

#### **Participation Fees**

Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

## **Indemnity**

- 1. Indemnity for Personality Agreements.** Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of 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, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.
- 2. Indemnity for Performance Agreements.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

**Attorney's Fees—Texas Local Government Code § 271.159 is expressly referenced.**

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

### **Multiple Vendor Awards**

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

### **State of Texas Franchise Tax**

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

### **Miscellaneous**

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS participants will submit any orders at any time. TIPS reserves the right to request additional proposals for items already on Agreement at any time.

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

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 48 hours of receipt of order.

### **Termination for Convenience**

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

### **TIPS Member Purchasing Procedures**

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com).

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS to report monthly).

### **Form of Agreement**

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

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

### **Licenses**

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

**Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

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

**Cleanup:** Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

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

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

**Registered sex offender restrictions:** For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present.

Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

**Safety measures:** Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

**Smoking**

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

**Invoices**

The awarded vendor shall submit invoices to the participating entity clearly stating "Per TIPS Agreement". The shipment tracking number or pertinent information for verification shall be made available upon request.



**Marketing**

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS.

**Supplemental agreements**

The entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

**Survival Clause**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Agreement.

**Legal obligations**

It is the responding vendor's responsibility to be aware of and comply with all local, state and federal laws governing the sale of products/services identified in this RFP and any awarded Agreement thereof. Applicable laws and regulations must be followed even if not specifically identified herein.

**Audit rights**

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 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. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

### **Force Majeure**

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

### **Services**

When applicable, performance bonds and payment bonds will be required on construction or labor required jobs. Awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order or Agreement.

### **Scope of Services**

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is okay if the TIPS member provides a general scope, but the awarded vendor should provide a written scope of work to the TIPS member as part of the proposal. Once the scope of the job is agreed to, the TIPS member will issue a PO and/or an Agreement with the estimate referenced as an attachment along with bond and any other special provisions agreed to for the TIPS member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

### **Project Delivery Order Procedures**

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

Upon notification of a pending request, the awarded vendor shall make contact with the TIPS member as soon as possible, but must make contact with the TIPS member within two working days.

### **Scheduling of Projects**

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the

TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

**Support Requirements**

If there is a dispute between the awarded vendor and TIPS member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

**Incorporation of Solicitation**

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

## **Special Terms and Conditions**

It is the intent of TIPS to Agreement with a reliable, high performance vendor to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

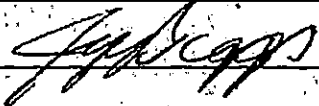
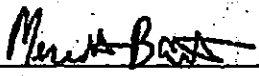

- **Agreements:** All vendor purchase orders and/or Agreements/agreements must be emailed to TIPS at [tipspo@tips-usa.com](mailto:tipspo@tips-usa.com). Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
  - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
  - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS member (customer) within 24 business hours.
  - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1<sup>st</sup> of each month.
  - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
- 

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

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

# TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name Scott Merriman, Inc  
Address 11212 Goodnight Ln. # 200  
City Dallas State TX Zip 75229  
Phone 800 648 7022 Fax 972 484 8908  
Email of Authorized Representative scott-merriman@sbglobal.net  
Name of Authorized Representative Jeff Biggs  
Title VP  
Signature of Authorized Representative   
Date 4-19-17  
TIPS Authorized Representative Name Meredith Barton  
Title TIPS Vice President of Operations  
TIPS Authorized Representative Signature   
Approved by ESC Region 8   
Date May 26, 2017

# The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

## Supplier Information

**Company** Scott Merriman, Inc.  
**Address** 11212 Goodnight Ln. #200  
 Dallas, TX 75229  
**Contact** Jeff Biggs  
**Department**  
**Building**  
**Floor/Room**  
**Telephone** (800) 648-7022  
**Fax** (972) 484-8908  
**Email** scott-merriman@sbcglobal.net  
**Submitted** 4/21/2017 02:18:51 PM (CT)  
**Total** \$0.00

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

Signature Jeff Biggs

Email scott-merriman@sbcglobal.net

## Supplier Notes

Scott Merriman submitted pricing for services but not for products. We are service oriented technology company focused in a very important niche market. Thus, pricing sheet #1 contains zero products and a zero percent discount. Additionally, we submitted a slightly different spreadsheet for Pricing Sheet #2. Thank you for your consideration.

## Bid Notes

## Bid Activities

## Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

**Bid Attributes**  
Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	

5 Company and/or Product Description:

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

Scott-Merriman, Inc. has been serving the Dallas area and Texas Counties for over 30 years for all of your Printing and County Record needs.

**Imaging Services**

Digital records preserve documents as they are today, preventing loss from further use and deterioration. Prevent loss, improve public access and recover precious physical storage space by storing originals in a safe place and using digital copies. Recreating paper books or updating microfilm archives with digitally produced film will preserve physical copies of images with improved quality for decades. Our services have fast turn-around time with the highest quality in the industry!

**On-Site Book Scanning**

Record books are a major source for archival research in cities and counties. Digitizing bound or oversized books can be daunting. Let us help with on-site, non-destructive bound or high-speed loose leaf book scanning services.

**Photostat restoration**

Restoring photostats is not simply a matter of reversing the image. Photostats often have hand-written notes, labels, faded text and stains left by incomplete development or over-development. Our photostat enhancement often produces better documents than the originals.

6	Primary Contact Name	Primary Contact Name	Jeff Biggs
7	Primary Contact Title	Primary Contact Title	Owner
8	Primary Contact Email	Primary Contact Email	scott-merriman@sbcglobal.net
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006487022
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9724848908
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2147930901
12	Secondary Contact Name	Secondary Contact Name	Tommy Ellis
13	Secondary Contact Title	Secondary Contact Title	Sales Manager
14	Secondary Contact Email	Secondary Contact Email	tom.ellis1@verizon.net
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006487022
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9724848908



17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2146167353
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jeff Biggs
19	Admin Fee Contact Email	Admin Fee Contact Email	scott-merriman@sbcglobal.net
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006487022
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jeff Biggs
22	Purchase Order Contact Email	Purchase Order Contact Email	scott-merriman@sbcglobal.net
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8006487022
24	Company Website	Company Website (Format - www.company.com)	scott-merriman.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2249818
26	Primary Address	Primary Address	11212 Goodnight Ln.
27	Primary Address City	Primary Address City	Dallas
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	75229

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.)

Technology, Storage, Film, Instruments, Printing, Filing, Public records, Preservation, Book Preservation, Deacidification, Encapsulation, Onsite, Restoration, Scanning, Digitizing, Bookkeeper, Old Books, Rebinding, Binders, Sleeves, Mobile Book Preservation, US Library of Congress, Flat Books, Plats, Preservation, Loose leaf books, Bound books, Photostat, Photostat restoration, Photostat restoration, Property records, Court records, Criminal records, Civil records, Divorce records, Microfilm, Microfilm creation, Microfilm digitizing, Archive, Archival, Maps, Image, Image enhancement, restoration services, Data Processing, COM Microfilm, Microfilm storage, Data storage, Aperature cards, microfiche, Document Preparation, Drawings, Folders, Document folders, Court Folders, Legal Folders, Document Conversions, Data Conversions, Conversions, Image format, Software, Quality control, Loose page, Bound book scanning, Wide format scanning, Indexing services, Record Indexing Services, Export data, Real Estate, Real Estate Data, Book recreation, Canvas covers, Duplicating service, Duplicating Records Service, Mylar sleeves, Protective sleeves, ANSI, Archival, Indexing, onsite, offsite, Recorder binders, Indestructo binders, Leather binders, Roller shelving, Minute book, Minute book restoration, Abstract books, Abstract book restoration, Byron Weston paper, Divider sheets, Index sheets, Index tabs, Post binders, Flat Cabinets, Back scanning, Preserve, Storage, Film, Instruments, Shelving, File cabinets, Filing

- |    |                           |   |        |
|----|---------------------------|---|--------|
| 31 | Yes - No                  | Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) | Yes    |
| 32 | Yes - No                  | Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?  | Yes    |
| 33 | Company Residence (City)  | Vendor's principal place of business is in the city of?   | Dallas |
| 34 | Company Residence (State) | Vendor's principal place of business is in the state of?  | TX     |

35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	10
44	Years Experience	Company years experience in this category?	28
45	Resellers:	Does the vendor have resellers that it will name under this contract? (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
46	Prices are guaranteed for?	(__ Month(s), __ Year(s), or Term of Contract) (Standard term is "Term of Contract")	2 years
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	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.	(No Response Required)

- 49 **CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ**      If you have a conflict of Interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686      **Yes**
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:  
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 50 **Filing of Form CIQ**      -      If yes (above), have you filed a form CIQ as directed here?      **Yes**
- 51 **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**
- 52 **Regulatory Standing**      Regulatory Standing explanation of no answer.      **N/A**
- 53 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**      By submission of this bid or proposal, the Bidder certifies that:      **(No Response Required)**
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Instructions for Certification:

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

55 Suspension or Debarment Certification

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

By submitting this offer and certifying this section, this bidder:  
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

56 Non-Discrimination Statement and Certification

In accordance with Federal civil rights law and 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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.  
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).  
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement - Nutrition Programs and Activities)  
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 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:

(No Response Required)

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 is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules 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.

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.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold Yes 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 Federal Rule (A) 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?

59 2 CFR PART 200 (B) Termination

Termination for cause and for convenience by the grantee Yes 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 Federal Rule (B) 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?

- 60 2 CFR PART 200 (G) 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 Federal Rule (G) 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 the terms listed and referenced therein.  
Does vendor agree?
- Yes
- 61 2 CFR PART 200 (H) Debarment and Suspension
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Pursuant to Federal Rule (H) 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 of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.  
Does vendor agree?
- Yes
- 62 2 CFR PART 200 (I) 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 Federal Rule (I) 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 after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.  
Does vendor agree?
- Yes



63 2 CFR PART 200 Federal Rule (12)

Federal Rule (12) 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)

Yes

Pursuant to Federal Rule (12) 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?

64 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.

Yes

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

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 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 must be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Do you agree to these terms?

Yes, I Agree

67 Remedies Explanation of No Answer

N/A

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		N/A
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73	Infringement(s) Explanation of No Answer		N/A
74	Acts or Omissions	The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor. Do you agree to these terms?	Yes, I Agree
75	Acts or Omissions Explanation of No Answer		N/A
76	Contract Governance	Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Govt 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
77	Payment Terms and Funding Out Clause	Payment Terms: TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract. Funding out Clause: Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?	Yes

78 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

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

80 Solicitation Deviation/Compliance

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

Yes

81 Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this solicitation.</p>	<p>Clarification to question #3 Pricing. Pricing shall vary. Include a travel surcharge for onsite work. Pricing will be in accordance with the Federal GSA Hotel and Per Diem rates. Air fare will be booked to obtain the lowest possible coach rate possible for a non-stop (if available) or one stop if a non stop is not available.</p>
82 Agreement Deviation/Compliance	<p>Does the vendor agree with the language in the Vendor Agreement?</p>	<p>Yes</p>
83 Agreement Exceptions/Deviations Explanation	<p>If the proposing vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	<p>N/a</p>

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Line Items

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Response Total:

\$0.00

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**TIPS – The Interlocal Purchasing System**  
 Region 8 Education Service Center | 4845 US Hwy 271 North | Pittsburg, Texas 75686

Date: May 26, 2017  
 RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP. Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP. This original bid closing date was extended from April 21, 2017 to April 27, 2017.

**Sarah Bond**

Sarah Bond  
 Contracts Compliance Specialist

Screen shot from TIPS eBid System, showing history of RFP 170306 -- Technology Solutions Products and Services (Addendum 2)

Date	Time	Description
4/24/2017	11:28 AM (CT)	Header Bid request updated by SPOWELLIPS.
4/27/2017	11:53 AM (CT)	Header Addendum issued by RPOWELLIPS.
4/27/2017	11:30 AM (CT)	Header Bid Request Information copied from Bid 170306 Addendum 1 by RPOWELLIPS.
4/27/2017	12:17 PM (CT)	Header Addendum published by RPOWELLIPS. TIPS has already selected the correct documents for RFP 170306 and has issued this addendum to correct the problem. All documents for this RFP are now correct.
3/2/2017	09:04 AM (CT)	Header Bid message sent to "Invited and Responding Suppliers"
3/28/2017	05:29 AM (CT)	Header Bid request published by RPOWELLIPS. - Issue area authorized by the system to balance workload.
2/28/2017	05:22 AM (CT)	Header Bid Request created by RPOWELLIPS.
Addendum Audit History		
Date	Time	Description
4/7/2017	11:30 AM (CT)	Header Addendum 2 created for bid 170306 by RPOWELLIPS.
3/2/2017	12:04 PM (CT)	Header Attachment was added. File Name: 170306 Agreement Signature Form.pdf Description: RFP 170306 Agreement Signature Form by RPOWELLIPS.
3/2/2017	12:03 PM (CT)	Header Attachment was added. File Name: 170306 Pricing Form #1 SpreadSheet.pdf Description: RFP 170306 Pricing Form #1 Spreadsheet by RPOWELLIPS.
3/2/2017	12:01 PM (CT)	Header Attachment was added. File Name: 170306 RFP.pdf Description: RFP 170306 Specifications and Instructions by RPOWELLIPS.
3/2/2017	12:00 PM (CT)	Header Attachment 170305 Agreement Signature Form.pdf was deleted by RPOWELLIPS.
3/2/2017	12:00 PM (CT)	Header Attachment 170305 Pricing Form 2.xlsx was deleted by RPOWELLIPS.
3/2/2017	12:00 PM (CT)	Header Attachment 170305 RFP.pdf was deleted by RPOWELLIPS.

**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	Email	Phone
Atascosa County	Margaret Littleton	<a href="mailto:MLittleton@atasosacounty.texas.gov">MLittleton@atasosacounty.texas.gov</a>	(830) 769-3011
Colorado County Clerk	Kimberly Menke	<a href="mailto:Kimberly.Menke@co.colorado.tx.us">Kimberly.Menke@co.colorado.tx.us</a>	(979) 732-6860
Jackson County	Barbara Earl	<a href="mailto:jccerk@co.jackson.tx.us">jccerk@co.jackson.tx.us</a>	(361) 782-3563
Wilson County	Deborah Bryan	<a href="mailto:dbryan@willsoncountytx.gov">dbryan@willsoncountytx.gov</a>	(830) 393-7322
Karnes County	Carol Swize	<a href="mailto:carol.swize@co.karnes.tx.us">carol.swize@co.karnes.tx.us</a>	(830) 780-3938
Lee County	Sharon Blasig	<a href="mailto:Sharon.blasig@co.lee.tx.us">Sharon.blasig@co.lee.tx.us</a>	(979) 542-3682

## 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.

Scott-Merriman, Inc  
11212 Goodnight Ln #200  
Dallas, TX 75229  
Name/Address of Organization

Jeff Biaggis V.P.  
Name/Title of Submitting Official

  
Signature

4-17-17  
Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or BSC 8/TIPS must give advance notice to the district or ESC 8/TIPS if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

**THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION**

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Jeff Biggs  
Print Authorized Company Official's Name

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

Signature of Authorized Company Official: \_\_\_\_\_

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

Signature of Authorized Company Official: Jeff Biggs

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): \_\_\_\_\_

Details of Conviction(s): \_\_\_\_\_

Signature of Authorized Company Official: Jeff Biggs

**CERTIFICATION BY CORPORATE OFFERER**

**IF OFFERER IS A CORPORATION**

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

OFFERER: Scott Merriman, Inc  
(Name of Corporation)

I, Virginia K. Guimond certify that I am the Secretary of the Corporation  
(Name of Corporate Secretary)

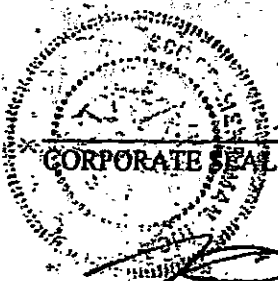
named as OFFERER herein above; that

Jeff Biggs  
(Name of person who completed proposal document)

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

V.P.  
(Title/Position of person signing proposal/offer document within the corporation)

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



\_\_\_\_\_  
SIGNATURE

4-17-17  
DATE

**Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

1. Will you be subcontracting any of your work under this award if you are successful? (Circle one)

YES or NO

2. If yes, do you agree to comply with the following federal requirements? (Circle one)

YES or NO

2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.


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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Company Name Scott-Merriman, Inc.

Print name of authorized representative Jeff Biggs

Signature of authorized representative 

Date 4-17-17

**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.**

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), you must make a copy of all claimed confidential materials within your proposal and put this **COMPLETED** form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

**I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:**

\_\_\_\_\_  
Name of company claiming confidential status of material

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

\_\_\_\_\_  
Address City State ZIP Phone

ATTACHED ARE COPIES OF \_\_\_\_\_ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

**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.**

*Scott Merriner, Inc.*

\_\_\_\_\_  
Name of company expressly waiving confidential status of material

*Jeff Biggs V.P.*

\_\_\_\_\_  
Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

*11212 Goodnight Ln # 200 Dallas, TX 75229 8006487022*  
Address City State ZIP Phone

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

*Scott-Merriman, Inc*

2  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

*Sales staff to those who purchase*  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

*Sales staff to those who purchase*

4 *Jeff Biggs*  
Signature of person doing business with the governmental entity

*4-1-17*  
Date

*Jeff Biggs*





The State of Texas  
Secretary of State

CERTIFICATE OF INCORPORATION  
OF

SCOTT-MERRIMAN, INC.  
CHARTER NUMBER 01091703

THE UNDERSIGNED, AS SECRETARY OF STATE OF THE STATE OF TEXAS,  
HEREBY CERTIFIES THAT ARTICLES OF INCORPORATION FOR THE ABOVE  
CORPORATION, DULY SIGNED AND VERIFIED HAVE BEEN RECEIVED IN THIS  
OFFICE AND ARE FOUND TO CONFORM TO LAW.

ACCORDINGLY THE UNDERSIGNED, AS SUCH SECRETARY OF STATE, AND BY  
VIRTUE OF THE AUTHORITY VESTED IN THE SECRETARY BY LAW, HEREBY ISSUES  
THIS CERTIFICATE OF INCORPORATION AND ATTACHES HERETO A COPY OF THE  
ARTICLES OF INCORPORATION.

ISSUANCE OF THIS CERTIFICATE OF INCORPORATION DOES NOT AUTHORIZE THE  
USE OF A CORPORATE NAME IN THIS STATE IN VIOLATION OF THE RIGHTS OF ANOTHER  
UNDER THE FEDERAL TRADEMARK ACT OF 1946, THE TEXAS TRADEMARK LAW, THE  
ASSUMED BUSINESS OR PROFESSIONAL NAME ACT OR THE COMMON LAW.

DATED OCT. 14, 1988



*Paul M. Quinn*  
Secretary of State



**The State of Texas**

**Secretary of State**

**OCT. 14, 1988**

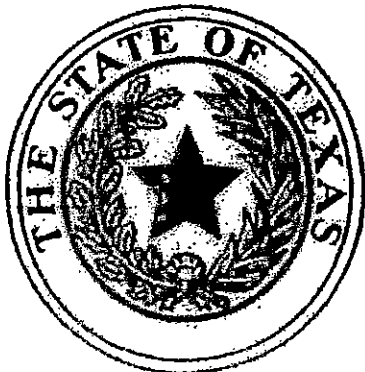
**SUZAN E. FENNER--GARDERE E WYNNE  
717 N. HARWOOD ST. STE 1500  
DALLAS ,TX 75201**

**RE:  
SCOTT-MERRIMAN, INC.  
CHARTER NUMBER 01091703-00**

**IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.**

**AS A CORPORATION, YOU ARE SUBJECT TO STATE TAX LAWS. SOME NON-PROFIT CORPORATIONS ARE EXEMPT FROM THE PAYMENT OF FRANCHISE TAXES AND MAY ALSO BE EXEMPT FROM THE PAYMENT OF SALES AND USE TAX ON THE PURCHASE OF TAXABLE ITEMS. IF YOU FEEL THAT UNDER THE LAW YOUR CORPORATION IS ENTITLED TO BE EXEMPT YOU MUST APPLY TO THE COMPTROLLER OF PUBLIC ACCOUNTS FOR THE EXEMPTION. THE SECRETARY OF STATE CANNOT MAKE SUCH DETERMINATION FOR YOUR CORPORATION.**

**IF WE CAN BE OF FURTHER SERVICE AT ANY TIME, PLEASE LET US KNOW.**



**VERY TRULY YOURS,**

  
Secretary of State



01300 (Rev. 12/94/95)

# TEXAS SALES AND USE TAX PERMIT

Full-time, part-time, seasonal, temporary, or independent contractor (name, address, location, or business location name)

Type of permit	SALES AND USE TAX
Employer number	1-75-22/8618-9
Order number	00003
First business date	02/01/1993

CITY/TOWN/VILLAGE AND PHYSICAL LOCATION

TX 75229

SIC CODE

CLASSIFICATION ON NEXT LINE:

Classified

LOCAL SALES TAX AUTHORITIES

EFF. 02/01/1993

EFF. 02/01/1993

*Carole Keeton Rylander*  
 CAROLE KEETON RYLANDER  
 Governor

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL AND/OR STATE AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS. If you have any questions regarding sales tax, you may contact the Texas State Comptroller's Mail Office in your area or call 1-800-252-8889. Write as follows: The Austin Office, 512/463-4600. If you are calling from a telecommunications device for the deaf (TDD), the toll free number is 1-800-546-4688 or 512/463-4621.

1

## APPENDIX C

### PANOLA COUNTY CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing goods, materials and services for Panola County, Texas (the "County") shall, during the term of the contract with the County or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the County, its officers, agents and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the County for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the County for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of Insurance: A certificate of insurance evidencing the required insurance shall be submitted by the successful Offeror prior to contract execution. If the contract is renewed or extended by the County a certificate of insurance shall also be provided to the County prior to the date the contract is renewed or extended. All coverage amounts listed shall be in United States dollars. The insurance required for this contract is as follows:


General Liability insurance for Personal Injury (including death) and Property Damage with a minimum of \$2 million per occurrence and \$4 million general aggregate; \$4 million Products/ Completed Operations Coverage; \$10,000 Medical Expenses (any one person).

Hired and Non-Owned Business Automobile Liability Insurance covering all non-owned and hired vehicles with a minimum combine single limit of \$25,000 per occurrence for bodily injury and property damage.

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#### Notices

The Contractor shall notify the County in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE. All copies of the

  
01071188;1

2

Certificates of Insurance shall reference the project name or RFP number for which the insurance is being supplied.

All notices shall be given to the County at the following address:

Lee Ann Jones, County Judge  
Panola County Courthouse  
110 S. Sycamore, Room 216-A.

Revised Appendix C approved as written.

*Jeff Biggs*  
Jeff Biggs

Pres Scott Merriman Inc.

1/30/2018



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER:</b> Chapman-Cornelius Insurance Services, Inc. PO Box 200308 Arlington TX 76006-0308	<b>CONTACT NAME:</b> Ashley Walker
	<b>PHONE (A/C, No, Ext):</b> 817-265-3346 <b>FAX (A/C, No):</b> 817-265-3386 <b>E-MAIL ADDRESS:</b> amw1784@chapman-cornelius.com
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Columbia Insurance Group	<b>NAIC #:</b>
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	


**INSURED:** SCOTME1 Scott-Merriman Inc  
 11212 Goodnight Lane #200  
 Dallas TX 75229

**COVERAGES**      **CERTIFICATE NUMBER:** 1221672493      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (NSD) (WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		BOPTX0000081981	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG \$ 4,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				\$25,000
A	Hired/Non Owned		BOPTX0000081981	1/1/2018	1/1/2019	Limit \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.  
The policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

<b>CERTIFICATE HOLDER</b>  Panola County 110 S. Sycamore, Room 216-A Carthage TX 75633	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESSOWNERS PREMIER ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **BUSINESSOWNERS COVERAGE FORM:**

The following is revised under **SECTION I – PROPERTY, A. Coverage, 1. Covered Property:**

- a.(6)(b) Materials, equipment, supplies and temporary structures, on or within 1,000 feet of the described premises, used for making additions, alterations or repairs to the buildings or structures.
- b. Business Personal Property located in or on the buildings or structures at the described premises or in the open (or in a vehicle) within 1,000 feet of the buildings or structures or within 1,000 feet of the premises described in the Declarations, whichever distance is greater, including:

The following are added to **SECTION I – PROPERTY, A. Coverage, 4. Limitations:**

For loss or damage from water that backs up or overflows from a sewer, drain or sump, the most we will pay is \$10,000 per occurrence, which includes any related Business Income and Extra Expense losses. We will not pay for this loss or damage in any one occurrence until the amount of loss or damage exceeds \$500.

For loss or damage due to failure of power or other utility service supplied to the described premises, however caused, which occurs away from the described premises, the most we will pay under **A.5.f. Business Income** is the actual loss of business income you sustain for no more than 30 days after the loss occurs. This limitation is not subject to the terms of the Power Failure Exclusion, to the extent that such Exclusion would conflict with the provisions of this Limitation.

The first paragraph under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, c. Fire Department Service Charge** is replaced with:

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$5,000, for service at each premises described in the Declarations, unless a different limit is shown in the Declarations. Such limit is the most we will pay regardless of the number of responding fire departments or fire units, and regardless of the number or type of services performed, for your liability for fire department service charges;

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, h. Pollutant Clean-up And Removal** is replaced with:

The most we will pay for each location under this Additional Coverage is \$25,000 for the sum of all such expenses arising out of Covered Causes of Loss, occurring during each 12-month period of this policy.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, k. Forgery Or Alteration:**

- (4) The most we will pay for any loss, including legal expenses, under this Additional Coverage is \$10,000, unless a higher Limit of Insurance is shown in the Declarations.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, l. Increased Cost of Construction:**

- (6) The most we will pay under this Additional Coverage for each described building insured under **SECTION I – PROPERTY**, is \$10,000. This amount payable under this Additional Coverage is additional insurance.

In addition, you may also apply up to \$50,000 of the policy limit to loss or damage covered by this Additional Coverage.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, o. Fire Extinguisher Systems Recharge Expense:**

- (3) The most we will pay under this Additional Coverage is \$10,000 in any one occurrence.

The following paragraph is replaced under **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages, p. Electronic Data:**

- (3) The most we will pay under this Additional Coverage – Electronic Data for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved, is \$25,000, unless a higher Limit of Insurance is shown in the Declarations. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in, but not after, that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

The following are added to **SECTION I – PROPERTY, A. Coverage, 5. Additional Coverages:**

**Contractor's Equipment / Miscellaneous Tools and Equipment**

- (1) The following definitions apply to the Contractor's Equipment / Miscellaneous Tools and Equipment additional coverage:
- "Loss" means accidental loss or damage.
  - "Contractor's equipment" means power shovels, pile drivers, cranes, derricks, drag lines, drills, bulldozers, earth movers, engines, hoists, tractors, pneumatic tool and similar types of mobile equipment customarily used by contractors.
  - "Miscellaneous tools and equipment" means any tools or equipment you own valued under \$1,000.
- (2) We will pay for "loss" to Covered Property from any of the Covered Causes of Loss. Covered Property, as used in this additional coverage means:
- "contractor's equipment" you own, lease or rent from others; and
  - "miscellaneous tools and equipment".
- Covered Property does not include:
- motor vehicles designed for highway use, including motorcycles; aircraft or watercraft;
  - plans, blueprints, designs, or specifications;
  - property located underground, in caissons, or underwater;



- (d) waterborne property unless loss is caused by fire;
- (e) property which has become a permanent part of any structure; and
- (f) dynamos, exciters, lamps, switches, motors or other electrical appliances or devices, including wiring, if loss is caused by artificially generated current creating a short circuit or other electric disturbance.

But we will pay for direct "loss" caused by resulting fire.

Covered Causes of Loss means risks of direct physical "loss" to Covered Property except those causes of "loss" listed in the exclusions.

- (3) We will pay for damage caused directly by theft or attempted theft to:
  - (a) that part of any building containing Covered Property; or
  - (b) equipment within the building used to maintain or service the building; only if you own the building or are legally responsible for the damage.

But we will not pay for damage caused by fire; or to glass or to lettering or artwork on glass.

This coverage extension is included within the limit of insurance applicable to the Covered Property at the premises where the damage occurs.

- (4) The following additional exclusions apply to the Contractor's Equipment / Miscellaneous Tools and Equipment additional coverage.

We will not pay for a "loss" caused by or resulting from any of the following:

- (a) weight of a load exceeding the lifting capacity of any machine, as established by the manufacturer, or collision of the boom with any part of the machine or any other object;
  - (b) unexplained loss, mysterious disappearance or shortage found upon taking inventory;
  - (c) processing or work upon the property. But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under this additional coverage; or
  - (d) unauthorized instructions to transfer property to any person or to any place.
- (5) Limit of Insurance: The most we will pay for "loss" in any one occurrence under this additional coverage is \$5,000 for "contractor's equipment" you own, lease or rent from others, and \$5,000 for "miscellaneous tools and equipment".
  - (6) All covered property is agreed to be in sound condition at the time coverage begins.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, a. Newly Acquired or Constructed Property:**

- (1) The last paragraph is replaced with:  
The most we will pay for loss or damage under this Extension is \$500,000 at each building.
- (2) The last paragraph is replaced with:  
The most we will pay for loss or damage under this Extension is \$250,000 at each building.
- (3)(b) 180 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, b. Personal Property Off-premises:**

You may extend the insurance provided by this policy to apply to your Covered Property, other than "money" and "securities", "valuable papers and records" or accounts receivable, while it is in the course of transit or at a premises you do not own, lease or operate. The most we will pay for loss or damage under this Extension is \$25,000.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, c. Outdoor Property** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000, unless a higher Limit of Insurance for Outdoor Property is shown in the Declarations, but not more than \$1,000 for any one tree, shrub or plant.

The last paragraph under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, d. Personal Effects** is replaced with:

The most we will pay for loss or damage under this Extension is \$10,000 at each described premises:

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, e. Valuable Papers And Records**:

- (3) The most we will pay under this Coverage Extension for loss or damage to "valuable papers and records" in any one occurrence at the described premises is \$50,000, unless a higher Limit of Insurance for "valuable papers and records" is shown in the Declarations.

For "valuable papers and records" not at the described premises, the most we will pay is \$50,000.

The following is revised under **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions, f. Accounts Receivable**:

- (2) The most we will pay under this Coverage Extension for loss or damage in any one occurrence at the described premises is \$50,000, unless a higher Limit of Insurance for accounts receivable is shown in the Declarations.

For accounts receivable not at the described premises, the most we will pay is \$50,000.

The following are added to **SECTION I – PROPERTY, A. Coverage, 6. Coverage Extensions**:

**Food Contamination Business Interruption**

You may extend insurance provided by this Coverage Form to cover actual loss of business income if direct action by a Civil Authority prohibits access to the described premises due to food contamination. For purposes of this extension only, the closing of your business due to food contamination will be considered a Covered Cause of Loss and will provide coverage as described in **A.5.f. Business Income** for actual loss of business income you sustain, however, for no more than 30 days after the Civil Authority order is issued.

**Lock Replacement**

You may extend insurance provided by this Coverage Form to cover necessary expenses incurred to repair or replace exterior or interior door locks of a covered building:

- (1) if your door keys are stolen in a covered theft loss; or
- (2) when your property is damaged and your door keys are stolen by the burglars.

The most we will pay under this extension is \$1,000 for any one occurrence.

**Reward Reimbursement**

You may extend insurance provided by this Coverage Form to provide a reward for information that leads to a criminal conviction in connection with loss or damage to covered property by a Covered Cause of Loss. The most we will pay for loss under this extension is \$10,000 regardless of the number of persons involved providing information.

No deductible shall apply to this coverage extension.

The following paragraph in **SECTION I – PROPERTY, B. Exclusions, 1.g. Water** is deleted:

- (3) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

The following amends **SECTION II – LIABILITY, C. Who Is An Insured**:

**Who Is An Insured** is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. Liability for "bodily injury" or "property damage" caused, in whole, or in part, by "your work" arising out of your ongoing operations performed for that additional insured and included in the "products-completed operations hazard".

The insurance provided to the person or organization is primary insurance and we will not seek contribution from any other insurance available to that insured.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) supervisory, inspection, architectural or engineering activities.

The following is added to **SECTION II – LIABILITY, E. Liability and Medical Expenses General Conditions**:

**Transfer of Rights of Recovery Against Others to Us**

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver, however, applies only when required to waive such right of recovery by written contract with that person or organization.

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2018-299060

Date Filed:  
01/05/2018

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
Scott-Merriman, Inc.  
Dallas, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.  
Panola County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.  
2018-01  
Book Preservation

4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
			Controlling	Intermediary


5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Jeff Biggs and my date of birth is 3/14/1959  
My address is 11212 Goodnight Ln #200 Dallas TX 75229 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Dallas County, State of Texas, on the 5 day of Jan. 2018.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)