

# TIPS VENDOR AGREEMENT

## PART 1 ONLY

Between Cynergy Technology and  
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS),**  
a Department of Texas Education Service Center Region 8 for  
**TIPS RFP 210503 Networking Equipment, Software, and Services PART 1 ONLY**

### General Information

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

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

## Terms and Conditions

### Freight

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

### Warranty Conditions

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

### Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of

the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

### **Agreements**

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

### **Tax exempt status**

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

### **Assignments of Agreements**

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

### **Disclosures**

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

### **Term of Agreement and Renewals**

The Agreement with TIPS is for approximately three (3) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base three-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

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

**Example:** *If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 The end date of the resulting initial “three-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2023.*

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

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

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

**Example Following the Previous Example:** *If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2024.*

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

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

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

**Shipments**

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed by the parties.

**Invoices**

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

**Payments**

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

**Pricing**

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

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

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

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

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at [https://www.tips-usa.com/vendors\\_form.cfm](https://www.tips-usa.com/vendors_form.cfm) and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at [accounting@tips-usa.com](mailto:accounting@tips-usa.com). The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at [tips@tips-usa.com](mailto:tips@tips-usa.com) or call (866) 839-8477 if you have questions about paying fees.

### **Indemnity**

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

Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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

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

### **Miscellaneous**

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

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

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

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

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

### **TIPS Member Purchasing Procedures**

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at [tipspo@tips-usa.com](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.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

### **Licenses**

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

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

### **Novation**

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

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

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

**Preparation:** Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

**Registered sex offender restrictions:** For work to be performed at schools, awarded Vendor agrees that no employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

### **Safety Measures**

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

### **Smoking**

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

### **Marketing**

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the

Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

### **Supplemental Agreements**

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

### **Survival Clause**

All applicable sales, leases, Supplemental Agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

### **Legal obligations**

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

### **Audit rights**

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing

firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member.

**Force Majeure**

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

**Choice of Law**

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

**Venue, Jurisdiction and Service of Process**

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

**Project Delivery Order Procedures**

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

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

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



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

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

### **Support Requirements**

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

### **Incorporation of Solicitation**

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

### **SECTION HEADERS OR TITLES**

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

### **STATUTORY REQUIREMENTS**

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

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

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

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

Attention: General Counsel  
ESC Region 8/The Interlocal Purchasing System (TIPS)  
4845 Highway 271 North  
Pittsburg, TX,75686  
And by an email sent to [bids@tips-usa.com](mailto:bids@tips-usa.com)

## Insurance Requirements

The undersigned Vendor agrees to maintain the below minimum insurance requirements for TIPS Contract Holders:

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

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

## Special Terms and Conditions

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

The TIPS Vendor Agreement Signature Page is inserted here.

# TIPS Vendor Agreement Signature Form

RFP 210503 Networking Equipment, Software, and Services

PART 1 ONLY

Company Name Cynergy Technology

Address 3903 Timms Street

City Tyler State TX Zip 75701

Phone 9035817000 Fax 9035817629

Email of Authorized Representative kevinr@cynergytech.com

Name of Authorized Representative Kevin Roper

Title COO


Signature of Authorized Representative 

Date 06/14/2021

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date July 22, 2021

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

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



**210503**  
**Cynergy Technology**  
**Computerland Network Technologies**  
**Supplier Response**

**Event Information**

Number: 210503  
Title: Networking Equipment, Software, and Services (2 Part with JOC)  
Type: Request for Proposal  
Issue Date: 5/6/2021  
Deadline: 6/18/2021 03:00 PM (CT)  
Notes: This is a 2 PART solicitation. PART 1 is for projects that are not considered construction or a public work. It includes, but is not limited to, parts, supplies, maintenance services and repairs. PART 2 Job Order Contract (JOC) is for projects considered construction or public work projects. The determination of whether or not a project requires a PART 2 JOC is the responsibility of the TIPS member entity. Vendors are encouraged to respond to BOTH PARTS 1 and 2 to meet the needs of our members, but responses to both parts is not required.

**IF YOU CURRENTLY HOLD TIPS CONTRACT(S) 18050101 NETWORKING EQUIPMENT, SOFTWARE AND SERVICES (PART 1) AND/OR 18050102 NETWORKING EQUIPMENT, SOFTWARE AND SERVICES (PART 2), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR NETWORKING OFFERINGS.**

**THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT(S) 18050101 NETWORKING EQUIPMENT, SOFTWARE AND SERVICES (PART 1) AND/OR 18050102 NETWORKING EQUIPMENT, SOFTWARE AND SERVICES (PART 2).**

## **Contact Information**

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

## Cynergy Technology Information

Address: 3903 Timms Street  
Tyler, TX 75701  
Phone: (903) 581-7000  
Fax: (903) 581-7629  
Web Address: [www.cynergytech.com](http://www.cynergytech.com)

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

Kevin Roper  
*Signature*

[kevinr@cynergytech.com](mailto:kevinr@cynergytech.com)  
*Email*

Submitted at 6/16/2021 9:49:51 AM

## Requested Attachments

### Agreement Signature Form PART 1 ONLY

210503 Agreement Signature Form PART 1 ONLY.pdf

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

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

### Vendor Agreement PART 1 ONLY

210503 Vendor Agreement - PART 1 ONLY.pdf

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

DO NOT UPLOAD encrypted or password protected files.

### Vendor Agreement PART 2 ONLY

210503 Vendor Agreement JOC\_PART 2 ONLY.pdf

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

DO NOT UPLOAD encrypted or password protected files.

### Agreement Signature Form PART 2 ONLY

210503 Agreement Signature Form PART 2 ONLY.pdf

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

DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 1 PART 1 ONLY

210503 Pricing Form 1 PART 1 ONLY.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### Pricing Form 2 PART 1 ONLY

210503 Pricing Form 2 PART 1 ONLY.xlsx

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

DO NOT UPLOAD encrypted or password protected files.

### OPTIONAL - PART 2 - JOC Pricing of Itemized List of RS Means Non-Prepriced Items

*No response*

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

## Reference Form (PARTS 1 & 2)

Reference\_Form.xls

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

## Proposed Goods and Services

sophos-firewall-br.pdf

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

## D/M/WBE Certification OPTIONAL

No response

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY) DO NOT UPLOAD encrypted or password protected files.

## Warranty

No response

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

## Supplementary

No response

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

## All Other Certificates

No response

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

## Logo and Other Company Marks

No response

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

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

No response

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

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

No response

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

## Confidentiality Form

210503 CONFIDENTIALITY CLAIM FORM.pdf

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

## Bonding Capacity Letter from Surety/Insurance Company

Bonding Capacity Letter.pdf

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

## Current W-9 Tax Form

w9.pdf

You are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.



## Bid Attributes

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| <b>1 Yes - No</b>                            | 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.<br><input type="text" value="No"/>   |
| <b>2 Yes - No</b>                            | Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at <a href="https://comptroller.texas.gov/purchasing/vendor/hub/">https://comptroller.texas.gov/purchasing/vendor/hub/</a> or in a HUBZone as defined by the US Small Business Administration at <a href="https://www.sba.gov/offices/headquarters/ohp">https://www.sba.gov/offices/headquarters/ohp</a><br><br>Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.<br><input type="text" value="No"/> |
| <b>3 Yes - No</b>                            | The Vendor can provide services and/or products to all 50 US States?<br><input type="text" value="Yes"/>  |
| <b>4 States Served:</b>                      | If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)<br><input type="text" value="No response"/>   |
| <b>5 Company and/or Product Description:</b> | This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)<br><input type="text" value="Cynergy Technology is a recognized regional technology leader with expertise in the fields of Systems Design, Technology Integration, Support Services, and End-User Training. We provide organizations with advanced solutions engineered to the most critical information systems specifications, providing consultation, development, design engineering, acquisition, installation, configuration, technical support, warranty repair and custom training."/>                                     |
| <b>6 Primary Contact Name</b>                | Primary Contact Name<br><input type="text" value="Kevin Roper"/>  |
| <b>7 Primary Contact Title</b>               | Primary Contact Title<br><input type="text" value="COO"/>   |
| <b>8 Primary Contact Email</b>               | Primary Contact Email<br><input type="text" value="kevinr@cynergytech.com"/>  |

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| <b>9</b> | <b>Primary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817000"/> |
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| <b>10</b> | <b>Primary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817629"/> |
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| <b>11</b> | <b>Primary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9037202032"/> |
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| <b>12</b> | <b>Secondary Contact Name</b><br>Secondary Contact Name<br><input type="text" value="Joy Blessit"/> |
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| <b>13</b> | <b>Secondary Contact Title</b><br>Secondary Contact Title<br><input type="text" value="Office Admin"/> |
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| <b>14</b> | <b>Secondary Contact Email</b><br>Secondary Contact Email<br><input type="text" value="joyb@cynergytech.com"/> |
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| <b>15</b> | <b>Secondary Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817000"/> |
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| <b>16</b> | <b>Secondary Contact Fax</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817629"/> |
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| <b>17</b> | <b>Secondary Contact Mobile</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817000"/> |
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| <b>18</b> | <b>Admin Fee Contact Name</b><br>Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.<br><input type="text" value="Joy Blessit"/> |
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| <b>1<br/>9</b> | <b>Admin Fee Contact Email</b><br>Admin Fee Contact Email<br><input type="text" value="joyb@cynergytech.com"/>   |
| <b>2<br/>0</b> | <b>Admin Fee Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817000"/>                         |
| <b>2<br/>1</b> | <b>Purchase Order Contact Name</b><br>Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.<br><input type="text" value="Joy Blessit"/> |
| <b>2<br/>2</b> | <b>Purchase Order Contact Email</b><br>Purchase Order Contact Email<br><input type="text" value="joyb@cynergytech.com"/>   |
| <b>2<br/>3</b> | <b>Purchase Order Contact Phone</b><br>Enter 10 digit phone number. (No dashes or extensions)<br>Example: 8668398477<br><input type="text" value="9035817000"/>                    |
| <b>2<br/>4</b> | <b>Company Website</b><br>Company Website (Format - www.company.com)<br><input type="text" value="www.cynergytech.com"/>   |
| <b>2<br/>5</b> | <b>Federal ID Number</b><br>Federal ID Number also known as the Employer Identification Number (EIN). Numeric only. (Format: 123456789)<br><input type="text" value=""/>           |
| <b>2<br/>6</b> | <b>Primary Address</b><br>Primary Address<br><input type="text" value="3903 Timms Street"/>  |
| <b>2<br/>7</b> | <b>Primary Address City</b><br>Primary Address City<br><input type="text" value="Tyler"/>  |
| <b>2<br/>8</b> | <b>Primary Address State</b><br>Primary Address State (2 Digit Abbreviation)<br><input type="text" value="TX"/>  |
| <b>2<br/>9</b> | <b>Primary Address Zip</b><br>Primary Address Zip<br><input type="text" value="75701"/>  |

**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.)

Computer, laptop, wireless, access point, firewall, switch, fiber, copper, audio visual, security, virtualization, storage, back up, disaster recovery, network, LAN, WAN, wireless controller, security camera, interactive panel, interactive whiteboard, dell, Sophos, Lenovo, aruba, HP, HPE, Ruckus, Commscope, Cleartouch, Newline, Sophos, Datto, Palo Alto, VMWare, Datrium, Tuearis, Perch Security, Cisco, managed service, security operations center, soc

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

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

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

Yes

**32 Yes - No**

Certification of Residency - The vendor's ultimate parent company or majority owner:

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

OR

(B) employs at least 500 persons in Texas?

This question is required as a data gathering function for information to our members making purchases with awarded vendors. Does not affect scoring with TIPS.

Yes

**33 Company Residence (City)**

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

Tyler

**34 Company Residence (State)**

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

TX

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

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

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

What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale.  
Must answer with a number between 0% and 100%.

**36 Yes - No**

If awarded on Part 1 of the TIPS Contract, for the duration of the Contract, Vendor agrees to provide catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on PART 1 of the Vendor's TIPS Contract, if any.

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

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

**37 TIPS administration fee**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

When answering this question please insert the number that represents your percentage of proposed markup. Example: if you are proposing a 30 percent markup, please insert the number "30".

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

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

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| <b>4</b><br><b>1</b> | <b>Yes - No</b><br>Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, guarantee the fee remittance by or for the reseller named by the vendor?<br><br>TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.<br><input type="text" value="Agreed"/> |
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| <b>4</b><br><b>2</b> | <b>Yes - No</b><br>Do you offer additional discounts to TIPS members for large order quantities or large scope of work?<br><input type="text" value="Yes"/> |
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| <b>4</b><br><b>3</b> | <b>Years experience in this category of goods or services.</b><br>Company years experience in this category of goods or services?<br><input type="text" value="40"/> |
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| <b>4</b><br><b>4</b> | <b>Resellers:</b><br>Does the vendor have resellers that it will name under this contract?<br><br>Resellers are defined as other companies that sell your products under an agreement with you, as the awarded vendor of TIPS.<br><br>EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.<br><br>(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).<br><input type="text" value="No"/> |
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| <b>4</b><br><b>5</b> | <b>Right of Refusal</b><br>Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?<br><input type="text" value="Yes"/> |
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**46 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.

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

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

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

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

**48 Filing of Form CIQ**

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

**49 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.

**50 Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.



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

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

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

## Suspension or Debarment Instructions

### Instructions for Certification:

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

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### Suspension or Debarment Certification

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

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

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

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### Non-Discrimination Statement and Certification

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

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, 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)

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

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

Yes, I certify (Yes)

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

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

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

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

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

**5 2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

**5 2 CFR PART 200 Termination**

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

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

Does vendor agree?

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**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$250,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

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**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

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

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

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**1** **2 CFR PART 200 Procurement of Recovered Materials**

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

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

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

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

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

Does vendor agree?

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**3** **2 CFR PART 200 Domestic Preferences for Procurements**

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

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

Does vendor agree?

**6 4 2 CFR PART 200 Ban on Foreign Telecommunications**

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

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

Does vendor agree?

**6 5 2 CFR PART 200 Equal Employment Opportunity**

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

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

Does vendor agree?

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

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

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

Does vendor agree?

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### **Certification Regarding Lobbying**

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

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

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

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

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

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

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

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

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

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

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



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

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

do you agree to comply with the following federal requirements?

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

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

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

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

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

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

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

No response

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

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

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

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

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

By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

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3** **Indemnification**

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

Do you agree to these terms?

Yes, I Agree (Yes)

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4** **Remedies**

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

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5** **Remedies Explanation of No Answer**

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6** **Choice of Law**

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

Do you agree to these terms?

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

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

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8** **Alternative Dispute Resolution Explanation of No Answer**

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9** **Infringement(s)**

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

Do you agree to these terms?

**8  
0** **Infringement(s) Explanation of No Answer**

**8  
1** **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?

**8**  
**2** **Acts or Omissions Explanation of No Answer**

No response

**8**  
**3** **Contract Governance**

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

Yes, I Agree (Yes)

**8**  
**4** **Payment Terms and Funding Out Clause**

Payment Terms:

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

Yes, I Agree (Yes)

**8**  
**5** **Insurance and Fingerprint Requirements Information**

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

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

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

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

See form in the next attribute to complete entitled:  
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

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

I certify that:

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

**OR**

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

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

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

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

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

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

None

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

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

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

**8** Texas Government Code 2270 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2270 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

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

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

YES

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

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

Potential uses of company logo:

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

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**Solicitation Deviation/Compliance**

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

Yes

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**Solicitation Exceptions/Deviations Explanation**

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

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

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

No response

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**Agreement Deviation/Compliance**

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

Yes

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**Agreement Exceptions/Deviations Explanation**

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

No response

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**Long Term Cost Evaluation Criterion on PART 1 EVALUATION ONLY**

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

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

price increases will be < 5% annually per question



**9  
5** **Felony Conviction Notice**

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

Select A., B. or C.

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

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

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

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

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

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

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7** **Required Confidentiality Claim Form**

Required Confidentiality Claim Form

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

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at

[rick.powell@tips-usa.com](mailto:rick.powell@tips-usa.com)

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8** **Choice of Law clauses for TIPS Members**

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

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9** **Venue of dispute resolution with a TIPS Member**

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

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### Indemnity Limitation with TIPS Members

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

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

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### Arbitration Clauses

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

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

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### Upload of Current W-9 Required

Please note that you are required by TIPS to upload a current W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. Additionally, if not designated "Confidential" in your proposal response, this W-9 may be accessed by TIPS Members for the purpose of making TIPS purchases from you in the event that you are awarded. If you wish to designate your required W-9 confidential, please do so according to the terms of the Confidentiality Claim Form which is an attachment to this solicitation.



**Required Confidential Information Status Form**

Cynergy Technology

Name of company

Kevin Roper - COO

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

3903 Timms Street

Tyler

TX 75701

9035817000

Address

City

State

ZIP

Phone

**ALL VENDORS MUST COMPLETE THE ABOVE SECTION**

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

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

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

**OPTION 1:**

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

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

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

Signature \_\_\_\_\_ Date \_\_\_\_\_

**OR**

**OPTION 2:**

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

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

Signature G. Kevin Roper Digitally signed by G. Kevin Roper  
Date: 2021.06.14 10:37:46 -05'00' Date \_\_\_\_\_

SOPHOS

# Sophos Firewall

## Powerful Protection and Performance

Sophos Firewall and the XGS Series appliances with dedicated Xstream Flow Processors enable the ultimate in application acceleration, high-performance TLS inspection, and powerful threat protection.



## Powerful Protection and Performance

The Sophos Firewall Xstream architecture is engineered to deliver extreme levels of visibility, protection, and performance to help address some of the greatest challenges facing network administrators today.

### TLS 1.3 Inspection

According to the latest statistics, approximately 90% of web traffic is encrypted, making it invisible to most firewalls. An increasing amount of malware and potentially unwanted apps exploit the fact that organizations are simply not using SSL inspection. Network administrators' main fears are that SSL inspection will have a performance impact or cause something to break, impacting the user experience.

Sophos Firewall removes the blind spots caused by encrypted traffic by allowing you to use SSL inspection while maintaining performance efficiency.

### Deep Packet Inspection

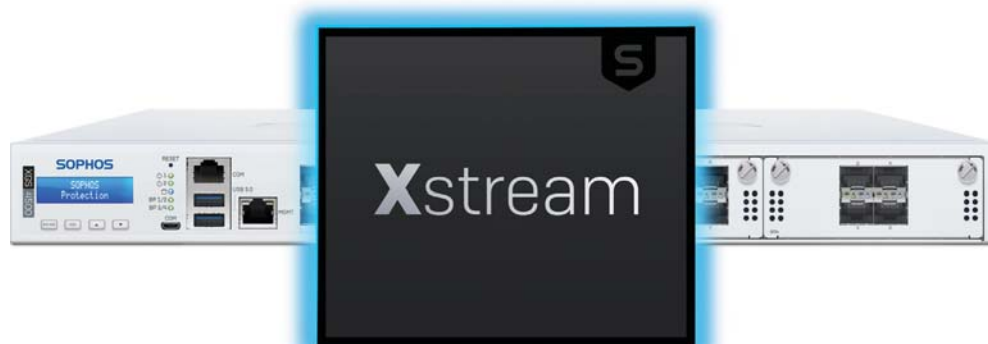
We believe you should never have to decide between security and performance. Sophos Firewall includes a high-speed deep packet inspection (DPI) engine to scan your traffic for threats without a proxy slowing down the process. The firewall stack can completely offload the processing to the DPI engine, significantly reducing latency and so improving overall efficiency.

Sophos Firewall blocks the latest ransomware and breaches with high-performance streaming DPI including next-gen IPS, web protection, and app control, as well as deep learning and sandboxing powered by SophosLabs Intelix.

### Application Acceleration

A significant portion of your network traffic is important business application traffic destined for branch offices, remote users, or cloud application servers. This trusted traffic, which needs no additional security scanning for threats or malware, can be intelligently directed to the FastPath, reducing latency, and optimizing overall performance. This provides added capacity and headroom for traffic that does need deep packet inspection.

Sophos Firewall accelerates your SaaS, SD-WAN, and cloud traffic such as VoIP, video, and other trusted applications automatically or via your own policies - putting them on the FastPath through the new Xstream Flow Processors.



## Sophos Central

Sophos Central is at the heart of everything we do. Our cloud management platform provides a single pane of glass to not only manage your firewalls, but also your full portfolio of Sophos security solutions.

### Central Management



### Simply manage multiple firewalls

Sophos Central is the ultimate cloud management platform for all your Sophos products. It makes day-to-day setup, monitoring, and management of your Sophos Firewall easy. It also provides helpful features such as alerting, backup management, one-click firmware updates and rapid provisioning of new firewalls.

- ▶ Manage all your Sophos Firewalls and other Sophos products from a single console
- ▶ Configure changes and apply them to a group of firewalls or manage each firewall individually
- ▶ Create a backup schedule and store up to five backups in the cloud
- ▶ Schedule firmware updates across your entire network with just a few clicks

Central Management is available at no extra cost.

### Central Reporting



### Firewall Reporting in the cloud

Sophos Central includes powerful reporting tools that enable you to visualize your network, web, application activity, and security over time. You get a flexible reporting experience that combines a variety of built-in reports with powerful tools to create your own custom reports, enabling you to report what you want how you want.

- ▶ Increase your visibility into network activity through analytics
- ▶ Analyze data to identify security gaps, suspicious user behavior or other events requiring policy changes
- ▶ Use the pre-defined modules or customize each report for specific use cases

Central Reporting is available at no extra cost for the storage of up to 7 days of report data. Premium options with longer data retention and additional features are available for optional purchase, either individually or as part of other subscriptions/bundles.

### Zero-Touch Deployment

Using Sophos Central, you can create a configuration for a Sophos Firewall which you can then deploy at your convenience – for example, at a remote site. There is no need for technical staff on-site. Simply provide the configuration file, store it on a USB key, and boot the appliance with the USB key connected.

Learn more about the Sophos Central Ecosystem at [sophos.com/firewall-central](https://sophos.com/firewall-central).

## Synchronized Security

### Security Heartbeat™: Your firewall and your endpoints are finally talking

Sophos Firewall is the only network security solution that is able to fully identify the user and source of an infection on your network, and automatically limit access to other network resources in response. This is made possible with our unique Sophos Security Heartbeat that shares telemetry and health status between Sophos endpoints and your firewall and integrates endpoint health into firewall rules to control access and isolate compromised systems.


The good news is, this all happens automatically, and is successfully helping numerous businesses and organizations to save time and money in protecting their environments today.

### Synchronized Application Control

Using Security Heartbeat, we can do much more than just see the health status of an endpoint. We also have a solution to one of the biggest problems most network administrators face today - lack of visibility into network traffic.

Synchronized Application Control utilizes the Heartbeat connections with Sophos endpoints to automatically identify, classify, and control application traffic. All encrypted, custom, evasive, and generic HTTP or HTTPS applications which are currently going unidentified will be revealed.

#### What Next-Gen Firewalls See Today



You can't control what you can't see. All firewalls today depend on static application signatures to identify apps. But those don't work for most custom, obscure, evasive, or any apps using generic HTTP or HTTPS.

#### What Sophos Firewall Sees

Sophos Firewall utilizes Synchronized Security to automatically identify, classify, and control all unknown applications easily blocking the apps you don't want and prioritizing the ones you do.

### Lateral Movement Protection

Lateral Movement Protection automatically isolates compromised systems at every point in the network to stop attacks dead in their tracks. Healthy endpoints assist by ignoring all traffic from unhealthy endpoints, enabling complete isolation, even on the same network segment, to prevent threats and active adversaries from spreading or stealing data.

### Synchronized User ID

User authentication is critically important in a next-generation firewall but often challenging to implement in a seamless and transparent way. Synchronized User ID eliminates the need for client or server authentication agents by sharing user identity between the endpoint and the firewall through Security Heartbeat. It's just another great benefit of having your firewall and endpoints integrated and sharing information.

### Synchronized SD-WAN: Powerful, reliable application routing

Synchronized SD-WAN harnesses the power of Synchronized Security to optimize WAN path selection for your important business applications.

With Synchronized Application Control, discovered applications, which would otherwise be unknown, can be used for traffic matching criteria in SD-WAN routing policies. This is yet another way that Synchronized Security can improve the efficiency of your network.



# Powerful Protection

## See it. Stop it. Secure it.

Our comprehensive next-generation firewall protection has been built to expose hidden risks, block both known and unknown threats, and automatically respond to incidents.




**Exposes hidden risks**

Superior visibility into unknown applications, risky activity, suspicious traffic, and advanced threats helps you regain control of your network and get deeper insights.



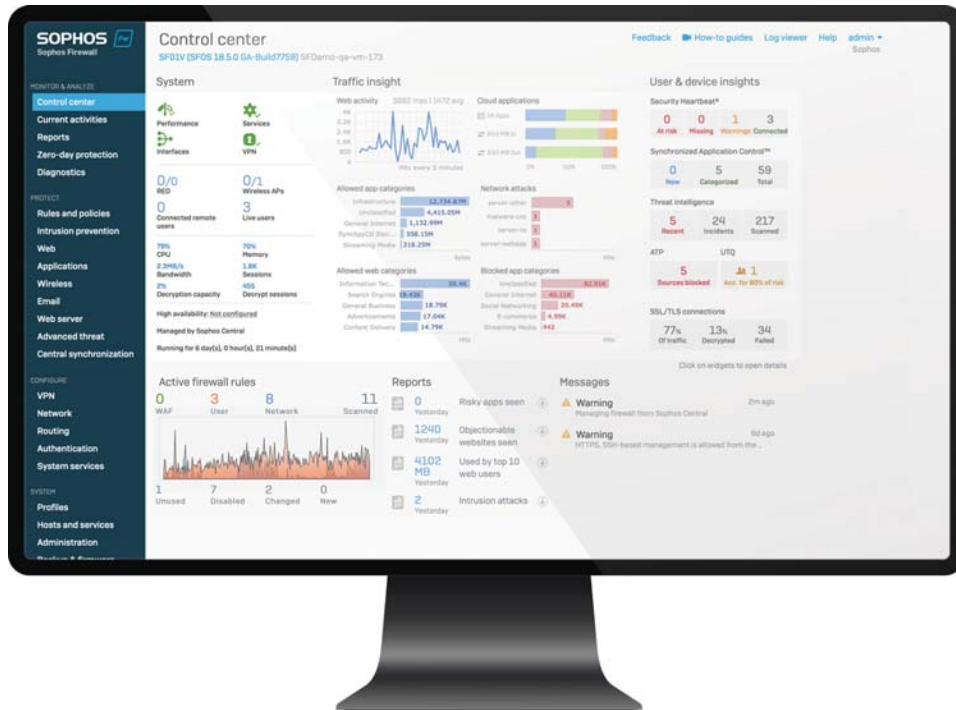
**Blocks unknown threats**

Powerful next-gen protection technologies like deep learning and intrusion prevention keep your organization secure from the latest hacks and attacks.



**Automatically responds to incidents**

Synchronized Security automatic threat response instantly identifies and isolates compromised systems on your network to prevent breaches and lateral movement.



## Xstream Protection - A Single Bundle For Ultimate Protection

Sophos Firewall's Xstream Protection bundle provides all the next-gen protection, performance and value you need to power even the most demanding networks. Also available with the XGS Series model of your choice included.



### Base Firewall Features

- **Networking and SD-WAN:** Wireless, SD-WAN, Application Aware Routing, Traffic Shaping
- **Protection and Performance:** Xstream Architecture with Network Flow FastPath, TLS 1.3 Inspection, Deep-Packet Inspection
- **VPN:** IPsec/SSL Site-to-Site and Remote Access VPN (unlimited), Sophos SD-RED Site-to-Site VPN
- **Reporting:** Historical on-box logging and reporting, Sophos Central cloud reporting (seven-day data retention)



### Network Protection

- **Xstream TLS Inspection:** TLS 1.3 inspection with pre-packaged exceptions
- **Xstream DPI engine:** streaming deep-packet inspection
- **IPS:** Next-gen Intrusion Prevention
- **ATP:** Advanced Threat Protection
- **Synchronized Security Heartbeat:** integration with Sophos Endpoints to identify and isolate threats
- **Clientless VPN:** HTML5
- **SD-RED VPN:** Manage SD-RED devices
- **Reporting:** Extensive network and threat reporting



### Web Protection

- **Xstream TLS Inspection:** TLS 1.3 inspection with pre-packaged exceptions
- **Xstream DPI engine:** streaming deep-packet inspection
- **Web Control:** by user, group, category, URL, keyword
- **Web Threat Protection:** malware, PUA, malicious JavaScript, Pharming
- **App Control:** by user, group, category, risk, and more
- **Synchronized App Control:** integration with Sophos endpoints to identify unknown apps
- **Synchronized SD-WAN:** utilizing Synchronized App Control to route unknown apps
- **Reporting:** Extensive web and app reporting



### Zero-Day Protection

- **Xstream TLS Inspection:** TLS 1.3 inspection with pre-packaged exceptions
- **Xstream DPI engine:** streaming deep-packet inspection
- **Zero-Day Threat Protection:** analyze all unknown files using AI, ML, and sandboxing
- **Powered by SophosLabs Intelix:** cloud-based intelligence and analysis
- **Machine Learning:** using multiple deep learning models
- **Cloud Sandboxing:** dynamic runtime analysis of unknown files
- **Reporting:** Extensive threat intelligence analysis reporting



### Sophos Central Management

- **Group Firewall Management:** Synchronized policy across firewall groups
- **Backup and firmware updates:** storage and scheduling
- **Zero-touch deployment:** for new firewalls from the cloud



### Sophos Central Orchestration\*

- **SD-WAN Orchestration:** Point and click Site-to-Site VPN Orchestration
- **Cloud Firewall Reporting:** Multi-firewall reporting with save, schedule and export reports (30-day data retention)
- **XDR and MTR Ready:** Support for XDR and MTR services

\* Expected soon

### Enhanced Support

## All Licensing Options

We recommend the Xstream Protection bundle for the ultimate in security, but if you prefer to customize your protection, all subscriptions are also available for individual purchase.

| <b>Xstream Protection Bundle:</b> |  |
|-----------------------------------|--|
| <b>Base License</b>               | Networking, Wireless, Xstream Architecture, Unlimited Remote Access VPN, Site-to-Site VPN, reporting |
| <b>Network Protection</b>         | Xstream TLS and DPI engine, IPS, ATP, Security Heartbeat, SD-RED VPN, reporting                      |
| <b>Web Protection</b>             | Xstream TLS and DPI engine, Web Security and Control, Application Control, reporting                 |
| <b>Zero-Day Protection</b>        | Machine Learning and Sandboxing File Analysis, reporting   |
| <b>Central Orchestration*</b>     | SD-WAN VPN Orchestration, Central Firewall Advanced Reporting (30-days), MTR/XDR ready               |
| <b>Enhanced Support</b>           | 24/7 support, feature updates, advanced replacement hardware warranty for term                       |

\* Expected soon

**Custom Protection:** If you only require basic protection or want to customize your protection, you can choose the Standard Protection Bundle or purchase any of the protection modules separately.

| <b>Standard Protection Bundle:</b> |  |
|------------------------------------|--|
| <b>Base License</b>                | Networking, wireless, Xstream Architecture, unlimited Remote Access VPN, Site-to-Site VPN, reporting |
| <b>Network Protection</b>          | Xstream TLS and DPI engine, IPS, ATP, Security Heartbeat, SD-RED VPN, reporting                      |
| <b>Web Protection</b>              | Xstream TLS and DPI engine, Web Security and Control, Application Control, reporting                 |
| <b>Enhanced Support</b>            | 24/7 support, feature updates, advanced replacement hardware warranty for term                       |

| <b>Additional Protection Modules:</b> |                                      |
|---------------------------------------|--------------------------------------|
| <b>Email Protection</b>               | On-box antispam, AV, DLP, encryption |
| <b>Web Server Protection</b>          | Web Application Firewall             |

**Sophos Central Management and Reporting:** All Sophos Firewalls include cloud management and reporting at no extra charge.

| <b>Sophos Central Management and Reporting (included at no charge):</b> |  |
|---|--|
| <b>Sophos Central Management</b>  | Group firewall management, backup management, firmware update scheduling   |
| <b>Sophos Central Firewall Reporting</b>                                | Prepackaged and custom report tools with seven days cloud storage for no extra charge (see <a href="#">other options</a> ) |

**Additional Protection:** Extend your protection further with these additional products and services.

| <b>Additional Protection Services, Products and Modules:</b> |   |
|--|---|
| <b>Managed Threat Response</b>                               | 24/7 threat hunting, detection and response delivered by an expert team ( <a href="#">more info</a> ) |
| <b>Sophos Intercept X Endpoint with XDR</b>                  | Sophos Central managed next-gen endpoint protection with EDR ( <a href="#">more info</a> )            |
| <b>ZTNA</b>  | Sophos Central managed Zero Trust Network Access ( <a href="#">more info</a> )                        |
| <b>Central Email Advanced</b>                                | Sophos Central managed antispam, AV, DLP, encryption ( <a href="#">more info</a> )                    |

**Support:** Enhanced support is included in all protection bundles, but you can enhance your support experience further by upgrading.

| <b>Additional Support Options:</b>   |   |
|--------------------------------------|---|
| <b>Enhanced Plus Support Upgrade</b> | Upgrade your support with VIP support, HW warranty for add-ons, TAM option (extra cost) |

### Cloud, Virtual and Software Appliance Licensing Options:

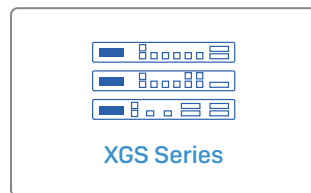
If you're deploying Sophos Firewall in the cloud, in a virtual environment, or as software on your own hardware, the licensing guide below can help you find the right option.

| <b>Model</b>    | <b>Equivalent AWS instance</b> | <b>Equivalent Azure VM</b> | <b>Software/Virtual License*</b> |
|-----------------|--------------------------------|----------------------------|----------------------------------|
| <b>XGS 87</b>   | t3.medium                      | Standard_F2s_v2            | 2C4                              |
| <b>XGS 107</b>  |                                |                            |                                  |
| <b>XGS 116</b>  |                                |                            |                                  |
| <b>XGS 126</b>  | c5.large                       |                            |                                  |
| <b>XGS 136</b>  | m5.large                       | Standard_F4s_v2            | 4C6                              |
| <b>XGS 2100</b> |                                |                            | 6C8                              |
| <b>XGS 2300</b> |                                |                            |                                  |
| <b>XGS 3100</b> | m5.xlarge                      | Standard_F8s_v2            | 8C16                             |
| <b>XGS 3300</b> |                                |                            |                                  |
| <b>XGS 4300</b> |                                |                            |                                  |
| <b>XGS 4500</b> | c5.2xlarge                     |                            |                                  |
| <b>XGS 5500</b> | c5.4xlarge                     | Standard_F16s_v2           | 16C24                            |
| <b>XGS 6500</b> |                                |                            | Unlimited                        |

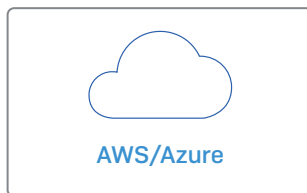
\*\* Based upon CPU cores and RAM

For a complete list of features included in each protection subscription see the [Sophos Firewall Feature List](#).

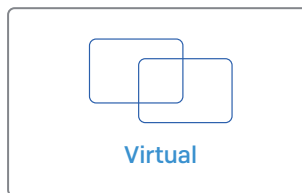
## Deployment Options



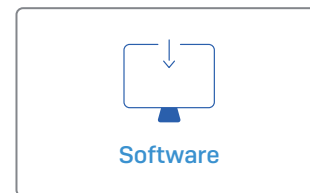
Purpose-built devices to provide the ultimate in performance.



Protect your network infrastructure in the AWS or Azure cloud.



Install on VMware, Citrix, Microsoft Hyper-V, and KVM.



Install the Sophos Firewall OS image on your own Intel hardware or server.

### Cloud

Sophos Firewall offers the very best network visibility, protection, and response to secure your public, private, and hybrid cloud environments.



As an AWS Advanced Technology Partner, Sophos is a validated AWS Security Competency vendor, AWS marketplace seller, and AWS Public Sector Partner.

Sophos Firewall is available in the AWS marketplace with a pay-as-you-go (PAYG) license model, or bring your own license (BYOL) to best fit your needs.



Sophos Firewall is certified and optimized for Azure and is available in the Microsoft Azure Marketplace. Take advantage of the free test drive or the flexible PAYG or BYOL licensing options.



Sophos Firewall is Nutanix AHV and Nutanix Flow Ready, bringing the world's best next-gen firewall visibility, protection, and response to the industry's leading Hyper Convergence Infrastructure (HCI) platform. Take advantage of a 30-day free trial using our KVM image and flexible licensing.

### Virtual and Software

Sophos Firewall supports a broad range of virtualization platforms and can also be deployed as a software appliance on your own x86 Intel hardware:



See the [Licensing section](#) for the available licensing options.

## Protection Modules

You can choose from a number of modules to customize the protection offered by your firewall to your individual needs and deployment scenario.

### Base Firewall

The Sophos Firewall Base license includes the Xstream Architecture, networking, wireless, SD-WAN, VPN, and reporting.

#### Xstream Architecture

Enables high performance TLS 1.3 inspection, deep-packet inspection, and network flow FastPath to accelerate trusted SaaS, SD-WAN, and cloud application traffic. Note that Network and Web Protection are required to get the full benefits of the Xstream Architecture.

#### Networking and SD-WAN

Includes networking, routing, and SD-WAN capabilities with zone-based stateful firewall, NAT, VLAN support, multiple WAN link options with SD-WAN routing, fail-over, and fail-back.

#### Secure Wireless

Built-in wireless controller for Sophos APX wireless access points. Plug-and-play access point discovery makes setup easy. Support for multiple SSIDs, hotspots, guest networks, and the diverse encryption and security standards.

#### VPN

Provides standards-based site-to-site and remote access VPN (free up to the capacity of the firewall) with support for IPsec and SSL. Sophos Connect remote access VPN client for Windows and Macs offers seamless and easy deployment and configuration options. Sophos unique SD-RED layer 2 site-to-site tunnels offers a light-weight robust VPN alternative.

#### Reporting

Extensive on-box reporting provides valuable insights into threats, users, applications, web activity, and much more. Note that specific reporting functionality may be dependent on other protection modules to get the full benefits (for example, Web Protection or web and app reports).

The Base Firewall is included with every appliance.

### Network Protection

All the protection you need to stop sophisticated attacks and advanced threats while providing secure network access to those you trust.

#### Next-Gen Intrusion Prevention System

Provides advanced protection from all types of modern attacks. It goes beyond traditional server and network resources to protect users and apps on the network as well.

#### Security Heartbeat

Creates a link between your Sophos Central protected endpoints and your firewall to identify threats faster, simplify investigation, and minimize impact from attacks. Easily incorporate Heartbeat status into firewall policies to automatically isolate compromised systems.

#### Advanced Threat Protection

Instant identification and immediate response to today's most sophisticated attacks. Multi-layered protection identifies threats instantly and Security Heartbeat provides an emergency response.

#### Advanced VPN technologies

Adds unique and simple VPN technologies, including our clientless HTML5 self-service portal that makes remote access incredibly simple or utilize our exclusive light-weight secure SD-RED (Remote Ethernet Device) VPN technology.

Network Protection is included in the Xstream and Standard Protection bundles and is also available for separate purchase.

## Web Protection

Unmatched visibility and control over all your user's web and application activity.

### Powerful user and group web policy

Provides enterprise-level Secure Web Gateway policy controls to easily manage sophisticated user and group web controls. Apply policies based upon uploaded web keywords indicating inappropriate use or behavior.

### Application Control and QoS

Enables user-aware visibility and control over thousands of applications with granular policy and traffic-shaping (QoS) options based on application category, risk, and other characteristics. Synchronized Application Control automatically identifies all the unknown, evasive, and custom applications on your network.

### Advanced Web Threat Protection

Backed by SophosLabs, our advanced engine provides the ultimate protection from today's polymorphic and obfuscated web threats. Innovative techniques like JavaScript emulation, behavioral analysis, and origin reputation help keep your network safe.

### High-performance traffic scanning

Optimized for top performance, our Xstream SSL inspection provides ultra-low latency inspection and HTTPS scanning while maintaining performance.

Web Protection is included in the Xstream and Standard Protection bundles and is also available for separate purchase.

## Zero-Day Protection

AI-driven static and dynamic file analysis techniques combine to bring unprecedented threat intelligence to your firewall and so effectively identify and block ransomware and other known and unknown threats.

### Powered by SophosLabs

Powered by the industry-leading SophosLabs, the Zero-Day Protection subscription includes a fully cloud-based threat intelligence and threat analysis platform. This provides deep learning-based file analysis, detailed analysis reporting, and a threat meter to show the risk summary for a file.

We use layers of analytics to identify known and potential threats, reduce unknowns, and derive verdicts and intelligence reports for the most commonly used file types.

### Static File Analysis

By harnessing the power of multiple machine learning models, global reputation, deep file scanning, and more, you can quickly identify threats without the need to execute the files in real time.

### Dynamic File Analysis

Execute a file in a secure cloud-based sandbox to observe its behavior and intent. Screenshots provide added insight into any key events during the analysis.

### Threat Intelligence Analysis Reporting

Rich intelligence reports provide you with much more than just a 'good,' 'bad,' or 'unknown' verdict. Full insight into the nature and capabilities of a threat are delivered through the use of data science and SophosLabs research.

Zero-Day Protection is included in the Xstream Protection bundle and is also available for separate purchase.

## Central Orchestration\*

Sophos Central cloud-managed VPN orchestration, firewall reporting, and MTR/XDR integration.

### Sophos Central VPN Orchestration

Makes VPN orchestration easy. Wizard-based tunnel configuration helps create full mesh networks, hub-and-spoke models, or complex tunnel setups between multiple firewalls a quick point-and-click exercise. Seamlessly integrates multiple WAN link and SD-WAN functionality and routing optimizations to improve resilience and performance and also integrates with user authentication and Synchronized Security Heartbeat to control access.

### Central Firewall Reporting Advanced (30-day)

Cloud-based reporting with several pre-packaged common reports for threats, compliance, and user activity. Includes advanced options for creating custom reports and views with the option to save, schedule or export your custom reports. Includes 30 days of log data retention with the option to add additional storage for additional historical reporting needs.

### MTR/XDR Ready

Sophos MTR provides optional 24/7 threat hunting, detection and response delivered by an expert team as a fully-managed service. Sophos XDR offers extended detection and response managed by your own team. Regardless of whether you manage it yourself, or Sophos manages it for you, your Sophos Firewall is ready to share the necessary threat intelligence and data to the cloud.

Central Orchestration is included in the Xstream Protection bundle and is available for separate purchase.

\* Expected soon.

## Email Protection

Consolidate your email protection with anti-spam, DLP, and encryption. We recommend Sophos Central Email Advanced for the best cloud-based email protection solution. If you require on-box email protection, this module offers essential anti-spam, DLP and encryption.

### Integrated Message Transfer Agent

Ensures always-on business continuity for your email, allowing the firewall to automatically queue mail in the event servers become unavailable.

### Live Anti-Spam

Provides protection from the latest spam campaigns, phishing attacks, and malicious attachments.

### Self-serve Quarantine

Gives employees direct control over their spam quarantine, saving you time and effort.

### SPX Email Encryption

Unique to Sophos, SPX makes it easy to send encrypted email to anyone, even those without any kind of trust infrastructure, using our patent-pending password-based encryption technology.

### Data Loss Prevention

Policy-based DLP can automatically trigger encryption or block/notify based on the presence of sensitive data in emails leaving the organization.

Email Protection is available for individual purchase only.

## Web Server Protection

Harden your web servers and business applications against hacking attempts while providing secure access.

### Business Application Policy Templates

Pre-defined policy templates let you protect common applications like Microsoft Exchange Outlook Anywhere or SharePoint quickly and easily.

### Protection from the latest hacks and attacks

With a variety of advanced protection technologies including URL and form hardening, deep-linking and directory traversal prevention, SQL injection and cross-site scripting protection, cookie signing and more.

### Reverse proxy

With authentication options, SSL offloading, and server load balancing ensure maximum protection and performance for your servers being accessed from the internet.

Web Server Protection is available for individual purchase only.

## Sophos XGS Series Appliances

All XGS Series firewall appliances are built upon a dual-processor architecture, combining a high-performance, multi-core CPU with a dedicated Xstream Flow Processor for targeted acceleration at the hardware level. This gives you all the flexibility and adaptability of an x86 based firewall plus a significant performance boost over legacy firewall designs.

### Product Matrix

| Model             |             | Tech Specs              |          |                                     | Throughput      |                  |                          |                        |
|-------------------|-------------|-------------------------|----------|-------------------------------------|-----------------|------------------|--------------------------|------------------------|
|                   | Form Factor | Ports/Slots (Max Ports) | w-model* | Swappable Components                | Firewall (Mbps) | IPsec VPN (Mbps) | Threat Protection (Mbps) | Xstream SSL/TLS (Mbps) |
| <b>XGS 87(w)</b>  | Desktop     | 5/- (5)                 | Wi-Fi 5  | n/a                                 | 3,700           | 750              | 240                      | 375                    |
| <b>XGS 107(w)</b> | Desktop     | 9/- (9)                 | Wi-Fi 5  | Second power supply                 | 7,000           | 900              | 330                      | 420                    |
| <b>XGS 116(w)</b> | Desktop     | 9/1 (9)                 | Wi-Fi 5  | Second power supply, 3G/4G, Wi-Fi** | 7,700           | 1,100            | 685                      | 650                    |
| <b>XGS 126(w)</b> | Desktop     | 14/1 (14)               | Wi-Fi 5  | Second power supply, 3G/4G, Wi-Fi** | 10,500          | 1,800            | 900                      | 800                    |
| <b>XGS 136(w)</b> | Desktop     | 14/1 (14)               | Wi-Fi 5  | Second power supply, 3G/4G, Wi-Fi** | 11,500          | 2,500            | 1,000                    | 950                    |
| <b>XGS 2100</b>   | 1U          | 10/1 (18)               | n/a      | Optional external power             | 30,000          | 3,000            | 1,250                    | 1,100                  |
| <b>XGS 2300</b>   | 1U          | 10/1 (18)               | n/a      | Optional external power             | 35,000          | 3,500            | 1,400                    | 1,450                  |
| <b>XGS 3100</b>   | 1U          | 12/1 (20)               | n/a      | Optional external power             | 38,000          | 5,200            | 2,000                    | 2,470                  |
| <b>XGS 3300</b>   | 1U          | 12/1 (20)               | n/a      | Optional external power             | 40,000          | 6,500            | 2,770                    | 3,130                  |
| <b>XGS 4300</b>   | 1U          | 12/2 (28)               | n/a      | Optional external power             | 75,000          | 9,800            | 4,800                    | 8,000                  |
| <b>XGS 4500</b>   | 1U          | 12/2 (28)               | n/a      | Optional internal power             | 80,000          | 16,000           | 8,390                    | 10,600                 |
| <b>XGS 5500</b>   | 2U          | 16/3 (48)               | n/a      | Power, SSD, Fan                     | 100,000         | 21,600           | 12,390                   | 13,500                 |
| <b>XGS 6500</b>   | 2U          | 20/4 (68)               | n/a      | Power, SSD, Fan                     | 115,000         | 26,000           | 17,050                   | 16,000                 |

\* 802.11ac

\*\* Second Wi-Fi module option for XGS 116w, 126w and 136w only

### Performance Test Methodology

**General:** Maximum throughput measured under ideal test conditions using industry standard Keysight-Ixia BreakingPoint test tools. Actual performance may vary depending on network conditions and activated services.

- **Firewall:** Measured using HTTP traffic and 512 KB response size.
- **Firewall IMIX:** UDP throughput based on a combination of 66 byte, 570 byte and 1518 byte packet sizes.
- **IPS:** Measured with IPS with HTTP traffic using default IPS ruleset and 512 KB object size.
- **IPsec VPN:** HTTP throughput using multiple tunnels and 512 KB HTTP response size.
- **TLS inspection:** Performance measured with IPS with HTTPS sessions and different cipher suites.
- **Threat Protection:** Measured with Firewall, IPS, Application Control, and malware prevention enabled using HTTP 200 KB response size.

### Need sizing help?

For further assistance in finding the right license or appliance for your needs, speak to your local Sophos sales team or partner. Sophos offers free sizing assistance and a Firewall Sizing Tool for partners via the Partner Portal.



## Sophos XGS Series Desktop: SMB and Branch Office

Customers looking for an all-in-one network security solution will appreciate the seamless connectivity options available for our Desktop appliances. With the modularity that smaller businesses, retail outlets, and branch offices need, to grow and adapt to changing circumstances, they offer the perfect balance between price and performance. All Desktop models are optionally available with built-in Wi-Fi.

All models are powered by a high-speed CPU plus a dedicated Xstream Flow Processor for hardware acceleration.

### Product Highlights

- Dual processor architecture for an excellent price to performance ratio
- Every model is available with optional integrated Wi-Fi for all-in-one connectivity
- An expansion bay on all XGS 116/126/136 models improves compatibility for 3G/4G when used with our optional module
- An optional second Wi-Fi radio module can be added to w-models with an expansion bay
- Power-over-Ethernet ports built in on all XGS 116, 126 and 136 models (2.5GE on 136)
- A second power supply option for all XGS 1xx models offers a redundancy option not always seen in this form factor
- The SFP port on all models can be used for FTTH/FTTP or with the optional VDSL modem

**Note:** All protection features are supported on every XGS 1xx model and most on XGS 87 and 87w

### Product Highlights

#### XGS 87 and XGS 87w

See detailed [technical specifications](#)

#### XGS 107, XGS 107w

See detailed [technical specifications](#)

#### XGS 116, XGS 116w

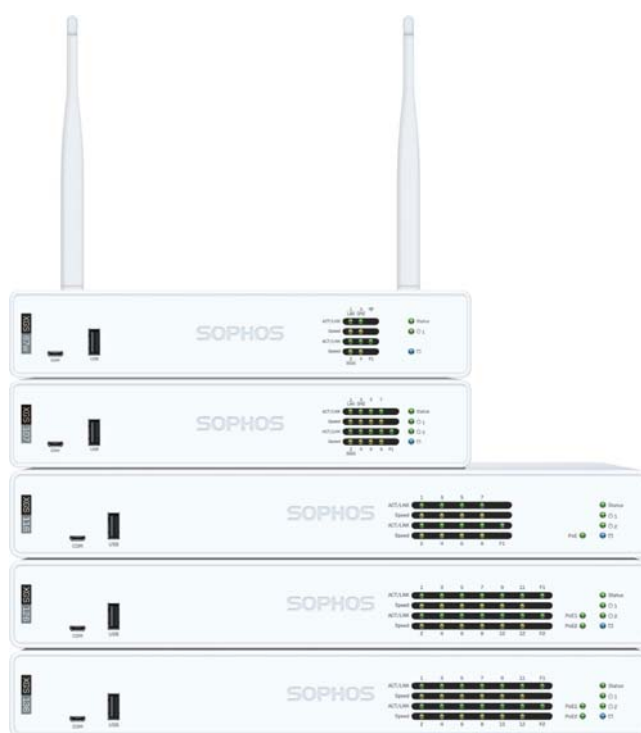
See detailed [technical specifications](#)

#### XGS 126, XGS 126w

See detailed [technical specifications](#)

#### XGS 136, XGS 136w

See detailed [technical specifications](#)



# Sophos XGS Series Desktop: SMB and Branch Office

## XGS 87 and XGS 87w

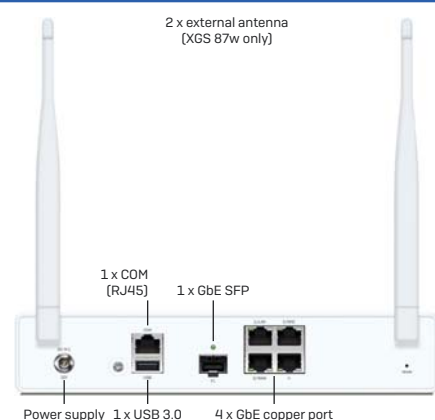
### Technical Specifications

**Note:** The XGS 87 and 87w do not support some advanced features like on-box reporting, dual AV scanning, WAF AV scanning and the email message transfer agent (MTA) functionality. If you need these capabilities, the XGS 107(w) is recommended.

#### Front View



#### Back View



#### Physical specifications

|  |   |
|--|---|
| <b>Mounting</b>                              | Rackmount kit available (to be ordered separately)                                |
| <b>Dimensions<br/>Width x Height x Depth</b> | 230 x 44 x 205.5 mm   |
| <b>Weight</b>                                | 1.36 kg/3 lbs (unpacked)<br>2.75 kg/6.06 lbs (packed)<br>(w-model minimally more) |

#### Environment

|                              |  |
|------------------------------|--|
| <b>Power supply</b>          | External auto-ranging AC-DC<br>100-240VAC, 1.7A@50-60 Hz<br>12VDC, 5A, 60W   |
| <b>Power consumption</b>     | 23.2 W / 79.16 BTU/hr (87) [idle]<br>27.1 W / 92.13 BTU/hr (87w) [idle]<br>43.4 W / 148.09 BTU/hr (87) [max.]<br>46.8 W / 159.69 BTU/hr (87w) [max.] |
| <b>Operating temperature</b> | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)  |
| <b>Humidity</b>              | 10% to 90%, non-condensing   |

#### Product Certifications

|                       |   |
|-----------------------|---|
| <b>Certifications</b> | CB, CE, UL, FCC, ISED, VCCI, CCC, KC, BSMI, NOM, Anatel (87 only) |
|-----------------------|---|

| Performance                            | XGS 87(w)  |
|--|------------|
| Firewall throughput                    | 3,700 Mbps |
| Firewall IMIX                          | 2,500 Mbps |
| Firewall Latency (64 byte UDP)         | 6 μs       |
| IPS throughput                         | 1,015 Mbps |
| Threat Protection throughput           | 240 Mbps   |
| Concurrent connections                 | 1,600,000  |
| New connections/sec                    | 35,700     |
| IPsec VPN throughput                   | 750 Mbps   |
| Xstream SSL/TLS Inspection             | 375 Mbps   |
| Xstream SSL/TLS Concurrent connections | 8,192      |

Note: For performance testing methodology see [page 12](#)

#### Wireless Specification (XGS 87w only)

|                    |                                    |
|--------------------|------------------------------------|
| No. of antennas    | 2 external                         |
| MIMO capabilities  | 2 x 2:2                            |
| Wireless interface | 802.11a/b/g/n/ac [2.4 GHz / 5 GHz] |

#### Physical interfaces

|                              |   |
|------------------------------|---|
| Storage                      | 16 GB eMMC                                  |
| Ethernet interfaces (fixed)  | 4 x GbE copper<br>1 x SFP fiber*            |
| Management ports             | 1 x COM RJ45<br>1 x Micro-USB (cable incl.) |
| Other I/O ports              | 1 x USB 2.0 (front)<br>1 x USB 3.0 (rear)   |
| Number of expansion slots    | 0   |
| Optional add-on connectivity | SFP DSL module (VDSL2)<br>SFP transceivers  |

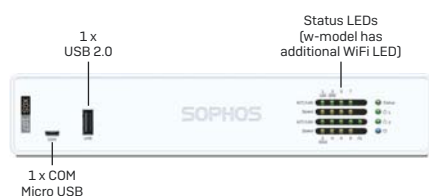
\* SFP transceivers sold separately

# Sophos XGS Series Desktop: SMB and Branch Office

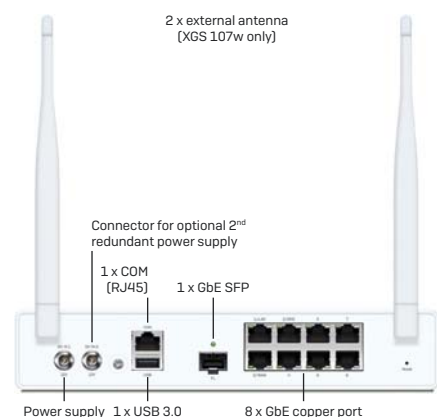
## XGS 107, XGS 107w

### Technical Specifications

#### Front View



#### Back View



#### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | Rackmount kit available (to be ordered separately)                                 |
| Dimensions<br>Width x Height x Depth | 230 x 44 x 205.5 mm  |
| Weight                               | 1.4 kg/3.09 lbs (unpacked)<br>2.8 kg/6.17 lbs (packed)<br>(w-model minimally more) |

#### Environment

|                       |   |
|-----------------------|---|
| Power supply          | External auto-ranging AC-DC<br>100-240VAC, 1.7A@50-60 Hz<br>12VDC, 5A, 60W<br>Optional second redundant power supply                          |
| Power consumption     | 107: 26.1 W/89.06 BTU/hr (idle)<br>107w: 29.8 W/101.68 BTU/hr (idle)<br>107: 53.9 W/183.91 BTU/hr (max.)<br>107w: 57.3 W/195.52 BTU/hr (max.) |
| Operating temperature | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)   |
| Humidity              | 10% to 90%, non-condensing  |

#### Product Certifications

|                |  |
|----------------|--|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC, KC, BSMI, NOM, Anatel (107 only) |
|----------------|--|

| Performance                            | XGS 107(w) |
|--|------------|
| Firewall throughput                    | 7,000 Mbps |
| Firewall IMIX                          | 2,900 Mbps |
| Firewall Latency (64 byte UDP)         | 6 μs       |
| IPS throughput                         | 1,355 Mbps |
| Threat Protection throughput           | 330 Mbps   |
| Concurrent connections                 | 1,600,000  |
| New connections/sec                    | 44,400     |
| IPsec VPN throughput                   | 900 Mbps   |
| Xstream SSL/TLS Inspection             | 420 Mbps   |
| Xstream SSL/TLS Concurrent connections | 8,192      |

Note: For performance testing methodology see [page 12](#)

#### Wireless Specification (XGS 107w only)

|                    |                                    |
|--------------------|------------------------------------|
| No. of antennas    | 2 external                         |
| MIMO capabilities  | 2 x 2:2                            |
| Wireless interface | 802.11a/b/g/n/ac (2.4 GHz / 5 GHz) |

#### Physical interfaces

|                                 |   |
|---------------------------------|---|
| Storage (local quarantine/logs) | Integrated 64 GB SSD                        |
| Ethernet interfaces (fixed)     | 8 x GbE copper<br>1 x SFP fiber*            |
| Management ports                | 1 x COM RJ45<br>1 x Micro-USB (cable incl.) |
| Other I/O ports                 | 1 x USB 2.0 (front)<br>1 x USB 3.0 (rear)   |
| Number of expansion slots       | 0   |
| Optional add-on connectivity    | SFP DSL module (VDSL2)<br>SFP transceivers  |

\* SFP transceivers sold separately

# Sophos XGS Series Desktop: SMB and Branch Office

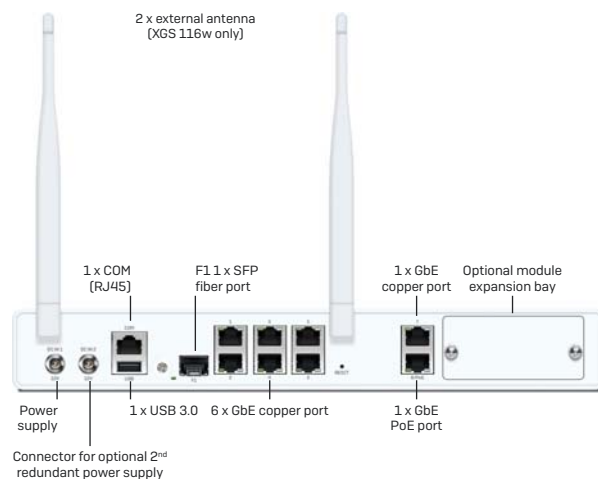
## XGS 116, XGS 116w

### Technical Specifications

#### Front View



#### Back View



#### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | Rackmount kit available (to be ordered separately)                                   |
| Dimensions<br>Width x Height x Depth | 320 x 44 x 213 mm  |
| Weight                               | 2.2 kg/4.85 lbs (unpacked)<br>4.2 kg/9.26 lbs (packed)<br>(w-model minimally higher) |

#### Environment

|                       |   |
|-----------------------|---|
| Power supply          | External auto-ranging AC-DC<br>100-240VAC, 2.5A@50-60 Hz<br>12VDC, 12.5A, 150W<br>Optional second redundant power supply  |
| Power consumption     | 116: 28 W/96 BTU/hr (idle)<br>116w: 30 W/102 BTU/hr (idle)<br>116: 57 W/195 BTU/hr (max.)<br>116w: 60 W/205 BTU/hr (max.) |
| PoE addition enabled  | 38 W/130 BTU/hr (max.)  |
| Operating temperature | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)   |
| Humidity              | 10% to 90%, non-condensing  |

#### Product Certifications

|                |   |
|----------------|---|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC, KC, BSMI, NOM, Anatel |
|----------------|---|

| Performance                            | XGS 116(w) |
|--|------------|
| Firewall throughput                    | 7,700 Mbps |
| Firewall IMIX                          | 3,500 Mbps |
| Firewall Latency (64 byte UDP)         | 8 $\mu$ s  |
| IPS throughput                         | 2,000 Mbps |
| Threat Protection throughput           | 685 Mbps   |
| Concurrent connections                 | 1,600,000  |
| New connections/sec                    | 61,500     |
| IPsec VPN throughput                   | 1,100 Mbps |
| Xstream SSL/TLS Inspection             | 650 Mbps   |
| Xstream SSL/TLS Concurrent connections | 8,192      |

Note: For performance testing methodology see [page 12](#)

#### Wireless Specification (XGS 116w only)

|                              |   |
|------------------------------|---|
| No. of antennas              | 2 external                                    |
| MIMO capabilities            | 2 x 2:2                                       |
| Wireless interface           | Wi-Fi 5/802.11a/b/g/n/ac<br>(2.4 GHz / 5 GHz) |
| Optional second Wi-Fi module | Wi-Fi 5/802.11a/b/g/n/ac                      |

#### Physical interfaces

|                                 |  |
|---------------------------------|--|
| Storage (local quarantine/logs) | Integrated 64 GB SSD   |
| Ethernet interfaces (fixed)     | 8 GbE copper<br>1 GbE SFP*   |
| Power-over-Ethernet (fixed)     | 1 x GbE<br>803.2at (30W max.)  |
| Management ports                | 1 x COM RJ45<br>1 x Micro-USB (cable incl.)  |
| Other I/O ports                 | 1 x USB 2.0 (front)<br>1 x USB 3.0 (rear)  |
| Number of expansion slots       | 1  |
| Optional add-on connectivity    | SFP DSL module (VDSL2)<br>3G/4G module<br>Second Wi-Fi radio (XGS 116w only)<br>SFP transceivers |

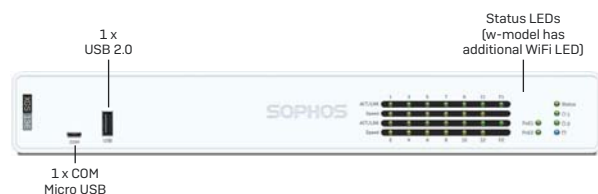
\* SFP transceivers sold separately

# Sophos XGS Series Desktop: SMB and Branch Office

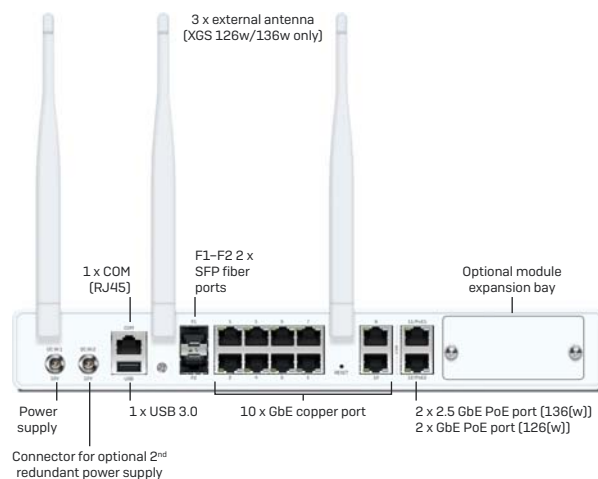
## XGS 126, XGS 126w, XGS 136, XGS 136w

### Technical Specifications

#### Front View



#### Back View



#### Physical specifications

|  |  |
|--|--|
| <b>Mounting</b>                              | Rackmount kit available (to be ordered separately)                                   |
| <b>Dimensions<br/>Width x Height x Depth</b> | 320 x 44 x 213 mm  |
| <b>Weight</b>                                | 2.4 kg/5.29 lbs (unpacked)<br>4.4 kg/9.70 lbs (packed)<br>(w-model minimally higher) |

#### Environment

|                              |   |
|------------------------------|---|
| <b>Power supply</b>          | External auto-ranging AC-DC<br>100-240VAC, 2.5A@50-60 Hz<br>12VDC, 12.5A, 150W<br>Optional second redundant power supply  |
| <b>Power consumption</b>     | 126/136: 30 W/102 BTU/hr (idle)<br>126w/136w: 32 W/109 BTU/hr (idle)<br>126: 59 W/202 BTU/hr (max.)<br>126w/136: 62 W/212 BTU/hr (max.)<br>136w: 65 W/222 BTU/hr (max.) |
| <b>PoE addition enabled</b>  | 76 W/260 BTU/hr (max.)  |
| <b>Operating temperature</b> | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)   |
| <b>Humidity</b>              | 10% to 90%, non-condensing  |

#### Product Certifications

|                       |  |
|-----------------------|--|
| <b>Certifications</b> | CB, CE, UL, FCC, ISED, VCCI,<br>CCC, KC, BSMI, NOM, Anatel |
|-----------------------|--|

| Performance                            | XGS 126(w)  | XGS 136(w)  |
|--|-------------|-------------|
| Firewall throughput                    | 10,500 Mbps | 11,500 Mbps |
| Firewall IMIX                          | 4,000 Mbps  | 4,700 Mbps  |
| Firewall Latency (64 byte UDP)         | 8 μs        | 8 μs        |
| IPS throughput                         | 2,600 Mbps  | 3,300 Mbps  |
| Threat Protection throughput           | 900 Mbps    | 1,000 Mbps  |
| Concurrent connections                 | 5,000,000   | 6,400,000   |
| New connections/sec                    | 69,900      | 74,500      |
| IPsec VPN throughput                   | 1,800 Mbps  | 2,500 Mbps  |
| Xstream SSL/TLS Inspection             | 800 Mbps    | 950 Mbps    |
| Xstream SSL/TLS Concurrent connections | 12,288      | 18,432      |

Note: For performance testing methodology see [page 12](#)

#### Wireless Specification (XGS 126w and XGS 136w only)

|   |   |
|---|---|
| <b>No. of antennas</b>                      | 3 external                                    |
| <b>MIMO capabilities</b>                    | 3 x 3:3                                       |
| <b>Wireless interface</b>                   | Wi-Fi 5/802.11a/b/g/n/ac<br>(2.4 GHz / 5 GHz) |
| <b>Optional 2<sup>nd</sup> Wi-Fi Module</b> | Wi-Fi 5/802.11a/b/g/n/ac                      |

#### Physical interfaces

|  |   |   |
|--|---|---|
| <b>Storage (local quarantine/logs)</b> | Integrated 64 GB SSD  |   |
| <b>Ethernet interfaces (fixed)</b>     | 12 x GbE copper<br>2 x SFP fiber*   | 10 x GbE copper<br>2 x 2.5 GbE copper<br>2 x SFP fiber* |
| <b>Power-over-Ethernet (fixed)</b>     | 2 x GbE<br>(30W max. per port)  | 2 x 2.5 GbE<br>(30W max. per port)                      |
| <b>Management ports</b>                | 1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |   |
| <b>Other I/O ports</b>                 | 1 x USB 2.0 (front)<br>1 x USB 3.0 (rear)   |   |
| <b>Number of expansion slots</b>       | 1   |   |
| <b>Optional add-on connectivity</b>    | SFP DSL module (VDSL2)<br>3G/4G module<br>Second Wi-Fi radio (XGS 126w/136w only)<br>SFP transceivers |   |

\* SFP transceivers sold separately

## Sophos XGS Series 1U: Distributed Edge

Mid-sized and distributed organizations who need a versatile solution to power and protect their network will be well-served with our 1U models. These rackmount firewalls offer excellent performance, a diverse range of high-speed interfaces built-in, and a choice of add-on connectivity modules. Whether your priority is ensuring maximum uptime for your SD-WAN links, securely connecting your remote users, or protecting the network in a growing organization, you can tailor them to your dynamic environment.

All models are powered by a high-speed CPU plus a dedicated Xstream Flow Processor for hardware acceleration.

### Product Highlights

- Dual processor architecture supports all key protection features without compromising performance
- Copper and fiber ports onboard
- LAN bypass ports on every model
- Modular Flexi Port expansion bay(s) on every model to adapt connectivity
- Second power supply option for all models
- Centrally powered PoE Flexi Port module option to provide redundant power for PoE devices
- Rackmount kit included

### Product Highlights

#### XGS 2100

See detailed [technical specifications](#)

#### XGS 2300

See detailed [technical specifications](#)

#### XGS 3100

See detailed [technical specifications](#)

#### XGS 3300

See detailed [technical specifications](#)

#### XGS 4300

See detailed [technical specifications](#)

#### XGS 4300

See detailed [technical specifications](#)

### Edge Connectivity:

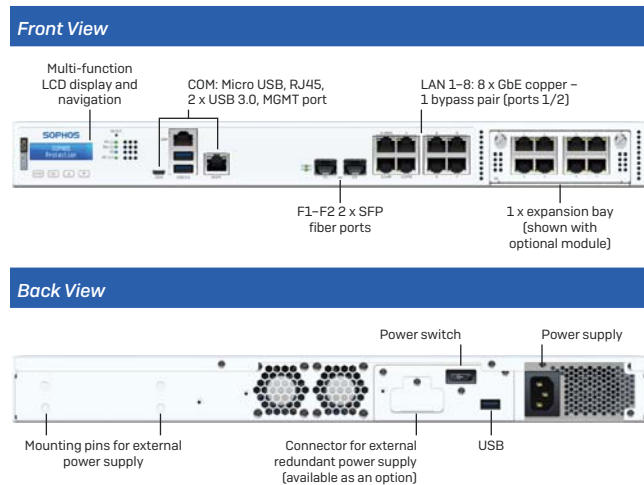
Securely connect your smaller offices or remote locations to your main office with Sophos SD-WAN, Remote Ethernet Devices, or add Wi-Fi using our APX Series Access Points. Find out more at the end of this brochure.



# Sophos XGS Series 1U: Distributed Edge

## XGS 2100, XGS 2300

### Technical Specifications



| Physical specifications              |  |
|--------------------------------------|--|
| Mounting                             | 1U rackmount<br>(2 rackmount ears included)            |
| Dimensions<br>Width x Height x Depth | 438 x 44 x 405 mm                                      |
| Weight                               | 4.7 kg/10.36 lbs (unpacked)<br>7 kg/15.43 lbs (packed) |

| Environment           |  |
|-----------------------|--|
| Power supply          | Internal auto-ranging DC<br>100-240VAC, 3-6A@50-60 Hz<br>External Redundant PSU Option   |
| Power consumption     | 2100: 43 W/146.86 BTU/hr (idle)<br>2300: 45 W/153.7 BTU/hr (idle)<br>2100: 162 W/533.5 BTU/hr (max.)<br>2300: 167 W/570.74 BTU/hr (max.) |
| PoE addition enabled  | 76 W/260 BTU/hr (max.)   |
| Operating temperature | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)  |
| Humidity              | 10% to 90%, non-condensing   |

| Product Certifications |   |
|------------------------|---|
| Certifications         | CB, CE, UL, FCC, ISED, VCCI, CCC*,<br>KC, BSMI*, RCM, NOM, Anatel |

\* Certification may not be available from launch

| Performance                            | XGS 2100    | XGS 2300    |
|--|-------------|-------------|
| Firewall throughput                    | 30,000 Mbps | 35,000 Mbps |
| Firewall IMIX                          | 15,900 Mbps | 20,000 Mbps |
| Firewall Latency (64 byte UDP)         | 6 μs        | 4 μs        |
| IPS throughput                         | 5,800 Mbps  | 7,000 Mbps  |
| Threat Protection throughput           | 1,250 Mbps  | 1,400 Mbps  |
| Concurrent connections                 | 6,500,000   | 6,500,000   |
| New connections/sec                    | 134,700     | 148,000     |
| IPsec VPN throughput                   | 3,000 Mbps  | 3,500 Mbps  |
| Xstream SSL/TLS Inspection             | 1,100 Mbps  | 1,450 Mbps  |
| Xstream SSL/TLS Concurrent connections | 18,432      | 18,432      |

Note: For performance testing methodology see [page 12](#)

| Physical interfaces                                |  |
|--|--|
| Storage (local quarantine/logs)                    | Integrated min. 120 GB SATA-III SSD  |
| Ethernet interfaces (fixed)                        | 8 x GbE copper<br>2 x SFP fiber*   |
| Bypass port pairs                                  | 1  |
| Management ports                                   | 1 x RJ45 MGMT<br>1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |
| Other I/O ports                                    | 2 x USB 3.0 (front)<br>1 x USB 2.0 (rear)  |
| Number of Flexi Port slots                         | 1  |
| Flexi Port modules (optional)                      | 8 port GbE copper<br>8 port GbE SFP fiber<br>4 port 10GE SFP+ fiber<br>4 port GbE copper bypass (2 pairs)<br>4 port GbE copper PoE +<br>4 port GbE copper<br>4 port 2.5 GbE copper PoE |
| Max. total port density (incl. use of modules)     | 18   |
| Max. Power-over-Ethernet (using Flexi Port module) | 1 module: 4 ports, 60W max.  |
| Optional add-on connectivity                       | SFP DSL module (VDSL2)<br>SFP/SFP+ Transceivers  |
| Display  | Multi-function LCD module  |

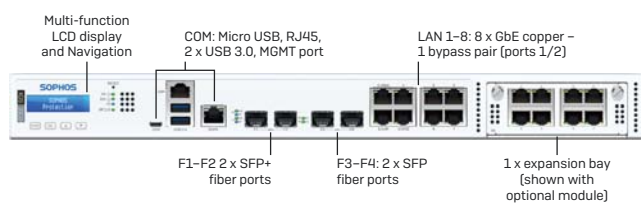
\* Transceivers (mini GBICs) sold separately

# Sophos XGS Series 1U: Distributed Edge

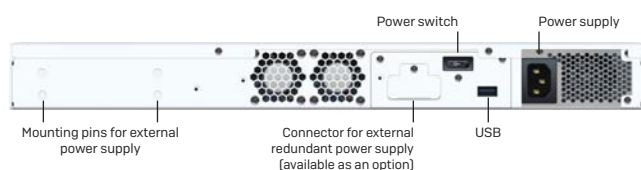
## XGS 3100, XGS 3300

### Technical Specifications

#### Front View



#### Back View



#### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | 1U rackmount<br>(2 rackmount ears included)            |
| Dimensions<br>Width x Height x Depth | 438 x 44 x 405 mm                                      |
| Weight                               | 4.7 kg/10.36 lbs (unpacked)<br>7 kg/15.43 lbs (packed) |

#### Environment

|                       |  |
|-----------------------|--|
| Power supply          | Internal auto-ranging DC<br>100-240VAC, 3-6A@50-60 Hz<br>External Redundant PSU Option   |
| Power consumption     | 3100: 50 W/170.77 BTU/hr (idle)<br>3300: 50 W/170.77 BTU/hr (idle)<br>3100: 182 W/621.97 BTU/hr (max.)<br>3300: 201 W/686.68 BTU/hr (max.) |
| PoE addition enabled  | 76 W/260 BTU/hr (max.)   |
| Operating temperature | 0°C to 0°C (operating)<br>-20°C to +70°C (storage)   |
| Humidity              | 10% to 90%, non-condensing   |

#### Product Certifications

|                |   |
|----------------|---|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC*,<br>KC, BSMI*, RCM, NOM, Anatel |
|----------------|---|

\* Certification may not be available from launch

| Performance                            | XGS 3100    | XGS 3300    |
|--|-------------|-------------|
| Firewall throughput                    | 38,000 Mbps | 40,000 Mbps |
| Firewall IMIX                          | 22,000 Mbps | 24,500 Mbps |
| Firewall Latency (64 byte UDP)         | 4 µs        | 4 µs        |
| IPS throughput                         | 9,820 Mbps  | 13,440 Mbps |
| Threat Protection throughput           | 2,000 Mbps  | 2,770 Mbps  |
| Concurrent connections                 | 12,260,000  | 13,700,000  |
| New connections/sec                    | 186,500     | 257,800     |
| IPsec VPN throughput                   | 5,200 Mbps  | 6,500 Mbps  |
| Xstream SSL/TLS Inspection             | 2,470 Mbps  | 3,130 Mbps  |
| Xstream SSL/TLS Concurrent connections | 55,296      | 102,400     |

Note: For performance testing methodology see [page 12](#)

#### Physical interfaces

|  |  |
|--|--|
| Storage (local quarantine/logs)                    | Integrated min. 240 GB SATA-III SSD  |
| Ethernet interfaces (fixed)                        | 8 x GE copper<br>2 x SFP fiber*<br>2 x SFP+ 10 GbE fiber*  |
| Bypass port pairs                                  | 1  |
| Management ports                                   | 1 x RJ45 MGMT<br>1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |
| Other I/O ports                                    | 2 x USB 3.0 (front)<br>1 x USB 2.0 (rear)  |
| Number of Flexi Port slots                         | 1  |
| Flexi Port modules (optional)                      | 8 port GbE copper<br>8 port GbE SFP fiber<br>4 port 10 GbE SFP+ fiber<br>4 port GbE copper bypass (2 pairs)<br>4 port GbE copper PoE +<br>4 port GbE copper<br>4 port 2.5 GbE copper PoE |
| Max. total port density (incl. use of modules)     | 20   |
| Max. Power-over-Ethernet (using Flexi Port module) | 1 module: 4 ports, 60W max.  |
| Optional add-on connectivity                       | SFP DSL module (VDSL2)<br>SFP/SFP+ Transceivers  |
| Display  | Multi-function LCD module  |

\* Transceivers (mini GBICs) sold separately

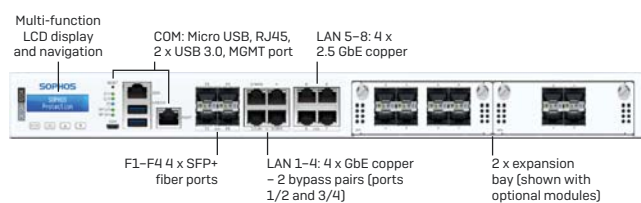


# Sophos XGS Series 1U: Distributed Edge

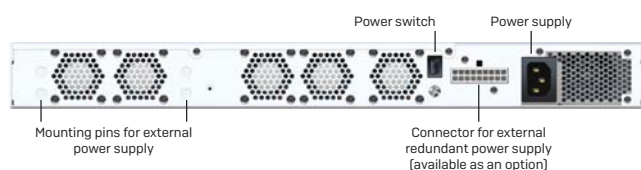
## XGS 4300, XGS 4500

### Technical Specifications

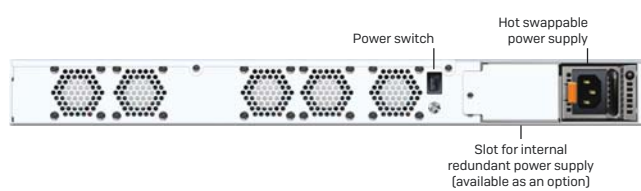
#### Front View



#### Back View XGS 4300



#### Back View XGS 4500



#### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | 1U rackmount (sliding rails incl.)   |
| Dimensions<br>Width x Height x Depth | 438 x 44 x 51.0 mm   |
| Weight                               | XGS 4300: 8.7 kg/19.18 lbs (unpacked)<br>XGS 4500: 9.7 kg/21.38 lbs (unpacked)<br>XGS 4300: 14.9 kg/32.85 lbs (packed)<br>XGS 4500: 15.9 kg/35.05 lbs (packed) |

#### Environment

|                       |  |
|-----------------------|--|
| Power supply          | XGS 4300: Internal auto-ranging DC 100-240VAC, 3.7-7.4A@50-60 Hz<br>External Redundant PSU Option<br>XGS 4500: Internal Hot Swappable auto-ranging DC 100-240VAC, 3.7-7.4A@50-60 Hz<br>Internal Redundant PSU Option |
| Power consumption     | 4300: 131 W/447.43 BTU/hr (idle)<br>4500: 151 W/515.74 BTU/hr (idle)<br>4300: 268.35 W/916.56 BTU/hr (max.)<br>4500: 268.35 W/916.56 BTU/hr (max.)   |
| PoE addition enabled  | 152 W/519 BTU/hr   |
| Operating temperature | 0°C to 40°C (operating)<br>-20 to +70°C (storage)  |
| Humidity              | 10% to 90%, non-condensing   |

#### Product Certifications

|                |   |
|----------------|---|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC, KC, BSMI*, RCM, NOM, Anatel |
|----------------|---|

\* Certification may not be available from launch

| Performance                            | XGS 4300    | XGS 4500    |
|--|-------------|-------------|
| Firewall throughput                    | 75,000 Mbps | 80,000 Mbps |
| Firewall IMIX                          | 33,000 Mbps | 37,000 Mbps |
| Firewall Latency (64 byte UDP)         | 3 $\mu$ s   | 4 $\mu$ s   |
| IPS throughput                         | 25,000 Mbps | 35,690 Mbps |
| Threat Protection throughput           | 4,800 Mbps  | 8,390 Mbps  |
| Concurrent connections                 | 16,600,000  | 17,200,000  |
| New connections/sec                    | 368,000     | 450,000     |
| IPsec VPN throughput                   | 9,800 Mbps  | 16,000 Mbps |
| Xstream SSL/TLS Inspection             | 8,000 Mbps  | 10,600 Mbps |
| Xstream SSL/TLS Concurrent connections | 276,480     | 276,480     |

Note: For performance testing methodology see [page 12](#)

#### Physical interfaces

|  |  |
|--|--|
| Storage (local quarantine/logs)                    | XGS 4300: 1 x min. 240 GB SATA-III SSD<br>XGS 4500: 2 x min. 240 GB SATA-III SSD [SW RAID-1]   |
| Ethernet interfaces (fixed)                        | 4 x GbE copper<br>4 x 2.5 GbE copper<br>4 x SFP+ 10 GbE fiber*   |
| Bypass port pairs                                  | 2  |
| Management ports                                   | 1 x RJ45 MGMT<br>1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |
| Other I/O ports                                    | 2 x USB 3.0 (front)  |
| Number of Flexi Port slots                         | 2  |
| Flexi Port modules (optional)                      | 8 port GbE copper<br>8 port GbE SFP fiber<br>4 port 10 GbE SFP+ fiber<br>4 port GbE copper bypass (2 pairs)<br>4 port GbE copper PoE +<br>4 port GbE copper<br>4 port 2.5 GbE copper PoE |
| Max. total port density (incl. use of modules)     | 28   |
| Max. Power-over-Ethernet (using Flexi Port module) | 2 modules: 4 ports, 60W max. each  |
| Optional add-on connectivity                       | SFP DSL module [VDSL2]<br>SFP/SFP+ Transceivers  |
| Display  | Multi-function LCD module  |

\* Transceivers (mini GBICs) sold separately

## Sophos XGS Series 2U: Enterprise Edge

Distributed and growing enterprises who require maximum throughput for even the most complex network get no-compromise protection, performance, and business continuity with these next-gen firewalls. The new Xstream Flow Processors provide dedicated hardware acceleration to easily handle full-on protection for today's encrypted, cloud-hosted applications and traffic. These models strike the perfect balance between port density and modularity, with a range of high-speed, built-in ports, plus additional high-density Flexi Port modules available to extend connectivity even further.

All models are powered by a high-speed CPU plus a dedicated Xstream Flow Processor for hardware acceleration.

### Product Highlights

- Dual processor architecture with dedicated co-processor for hardware acceleration
- Built to power all key threat protection features such as TLS inspection, sandboxing and AI-driven threat analysis
- Excellent price to performance ratio
- A range of standard 1 GE copper plus 8 to 12 SFP+ 10 GbE fiber interfaces on-board
- Optional standard and high-density Flexi Port modules available to extend and adapt connectivity
- Maximum port density of 48 [XGS 5500] or 68 [XGS 6500] using optional modules
- Redundancy features on all models ensure business continuity

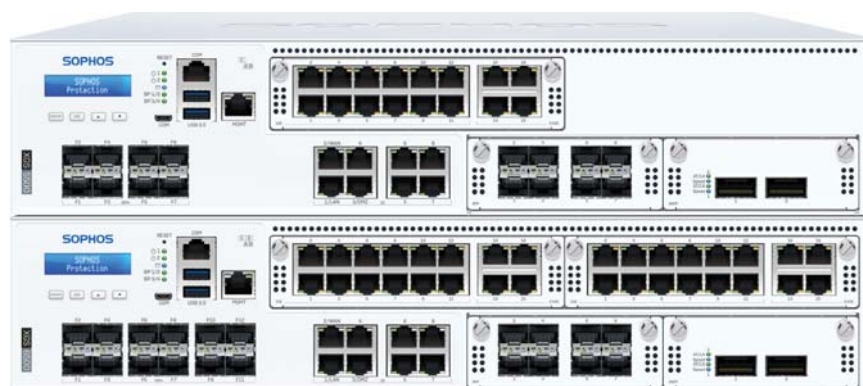
### Product Highlights

#### XGS 5500

See detailed [technical specifications](#)

#### XGS 6500

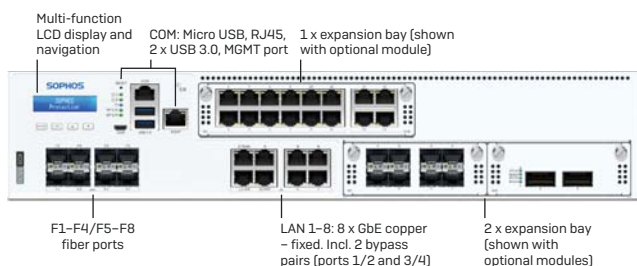
See detailed [technical specifications](#)



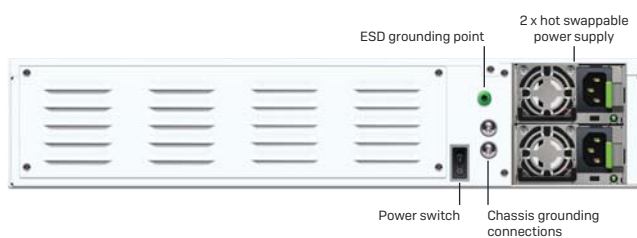
# Sophos XGS Series 2U: Enterprise Edge XGS 5500

## Technical Specifications

### Front View



### Back View



### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | 2U sliding rails (included)                              |
| Dimensions<br>Width x Height x Depth | 438 x 88 x 660 mm  |
| Weight                               | 17.8 kg/39.24 lbs (unpacked)<br>27 kg/59.53 lbs (packed) |

### Environment

|                       |  |
|-----------------------|--|
| Power supply          | 2 x hot-swap internal auto-ranging<br>100-240VAC, 50-60 Hz PSU |
| Power consumption     | 168.0W/573.81 BTU/h (idle)<br>478.01W/1117.43 BTU/h (max.)     |
| Operating temperature | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)            |
| Humidity              | 10% to 90%, non-condensing                                     |

### Product Certifications

|                |  |
|----------------|--|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC, KC*, BSMI, RCM, NOM, Anatel* |
|----------------|--|

\* Certification may not be available from launch

| Performance                            | XGS 5500     |
|--|--------------|
| Firewall throughput                    | 100,000 Mbps |
| Firewall IMIX                          | 52,000 Mbps  |
| Firewall Latency (64 byte UDP)         | 5 µs         |
| IPS throughput                         | 40,000 Mbps  |
| Threat Protection throughput           | 12,390 Mbps  |
| Concurrent connections                 | 32,400,000   |
| New connections/sec                    | 468,000      |
| IPsec VPN throughput                   | 21,600 Mbps  |
| Xstream SSL/TLS Inspection             | 13,500 Mbps  |
| Xstream SSL/TLS Concurrent connections | 512,000      |

Note: For performance testing methodology see [page 12](#)

### Physical interfaces

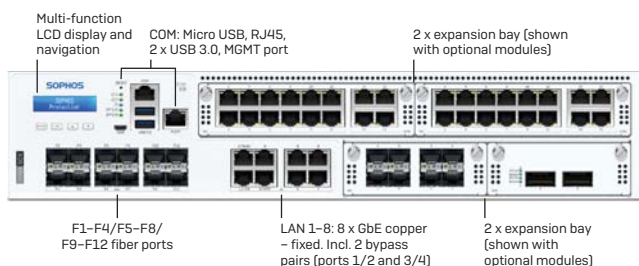
|   |  |
|---|--|
| Storage<br>(local quarantine/logs)                | 2 x min. 480 GB SATA-III SSD<br>HW RAID built into CPU   |
| Ethernet interfaces<br>(fixed)                    | 8 x GbE copper<br>8 x SFP+ 10 GbE fiber*   |
| Bypass port pairs                                 | 2  |
| Management ports                                  | 1 x RJ45 MGMT<br>1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |
| Other I/O ports                                   | 2 x USB 3.0 (front)  |
| Number of Flexi Port slots                        | 2 + 1 for high-density module  |
| Flexi Port modules<br>(optional)                  | 8 port GbE copper<br>8 port GbE SFP fiber<br>4 port 10 GbE SFP+ fiber<br>4 port GbE copper bypass (2 pairs)<br>2 port 40 GbE QSFP+ fiber<br>8 port 10 GbE SFP+ fiber<br>High-density module (NIC): 12 port<br>GE copper + 4 port 2.5 GE copper |
| Max. total port density<br>(incl. use of modules) | 48   |
| Optional add-on connectivity                      | SFP DSL module (VDLS2)<br>SFP/SFP+ Transceivers  |
| Display   | Multi-function LCD module  |

\* Transceivers (mini GBICs) sold separately

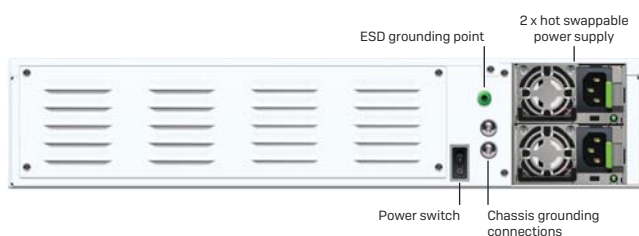
# Sophos XGS Series 2U: Enterprise Edge XGS 6500

## Technical Specifications

### Front View



### Back View



### Physical specifications

|                                      |  |
|--------------------------------------|--|
| Mounting                             | 2U sliding rails (included)                              |
| Dimensions<br>Width x Height x Depth | 438 x 88 x 660 mm  |
| Weight                               | 17.8 kg/39.24 lbs (unpacked)<br>27 kg/59.53 lbs (packed) |

### Environment

|                       |  |
|-----------------------|--|
| Power supply          | 2 x hot-swap internal auto-ranging<br>100-240VAC, 50-60 Hz PSU |
| Power consumption     | 188.00 W/642.13 BTU/h (idle)<br>497.09 W/1697.8 BTU/h (max.)   |
| Operating temperature | 0°C to 40°C (operating)<br>-20°C to +70°C (storage)            |
| Humidity              | 10% to 90%, non-condensing                                     |

### Product Certifications

|                |  |
|----------------|--|
| Certifications | CB, CE, UL, FCC, ISED, VCCI, CCC, KC*, BSMI, RCM, NOM, Anatel* |
|----------------|--|

\* Certification may not be available from launch

| Performance                            | XGS 6500     |
|--|--------------|
| Firewall throughput                    | 115,000 Mbps |
| Firewall IMIX                          | 60,000 Mbps  |
| Firewall Latency (64 byte UDP)         | 5 µs         |
| IPS throughput                         | 48,000 Mbps  |
| Threat Protection throughput           | 17,050 Mbps  |
| Concurrent connections                 | 39,900,000   |
| New connections/sec                    | 496,000      |
| IPsec VPN throughput                   | 26,000 Mbps  |
| Xstream SSL/TLS Inspection             | 16,000 Mbps  |
| Xstream SSL/TLS Concurrent connections | 768,000      |

Note: For performance testing methodology see [page 12](#)

### Physical interfaces

|   |  |
|---|--|
| Storage<br>(local quarantine/logs)                | 2 x min. 480 GB SATA-III SSD<br>HW RAID built into CPU   |
| Ethernet interfaces<br>(fixed)                    | 8 x GbE copper<br>1.2 x SFP+ 10 GbE fiber*   |
| Bypass port pairs                                 | 2  |
| Management ports                                  | 1 x RJ45 MGMT<br>1 x COM RJ45<br>1 x Micro-USB (cable incl.)   |
| Other I/O ports                                   | 2 x USB 3.0 (front)  |
| Number of Flexi Port slots                        | 2 + 2 for high-density module  |
| Flexi Port modules<br>(optional)                  | 8 port GbE copper<br>8 port GbE SFP fiber<br>4 port 10 GbE SFP+ fiber<br>4 port GbE copper bypass (2 pairs)<br>2 port 40 GbE QSFP+ fiber<br>8 port 10 GbE SFP+ fiber<br>High-density module (NIC): 12 port<br>GE copper + 4 port 2.5 GE copper |
| Max. total port density<br>(incl. use of modules) | 68   |
| Optional add-on connectivity                      | SFP DSL module (VDLS2)<br>SFP/SFP+ Transceivers  |
| Display   | Multi-function LCD module  |




\* Transceivers (mini GBICs) sold separately

## Adapt Connectivity with Optional Modules

### Connectivity Modules

Add additional connectivity options to your appliances to enhance the range and performance of your network.

### XGS Series: Optional Connectivity Modules

| Desktop Modules   |  | Other Connectivity Options   |
|---|--|--|
|  <p><b>2nd Wi-Fi 5 Module</b><br/>For XGS 116w, 126w and 136w only</p> |  <p><b>3G/4G Module</b><br/>For XGS 116(w), 126(w) and 136(w) models only</p> |  <p><b>SFP VDSL2 Modem</b><br/>For all XGS and XG Series with an SFP port</p> |
|   |  | <p><b>Optional Transceivers</b><br/>A range of optional transceivers are available incl. SFP, SFP+</p>   |










### XGS Series: Desktop Accessory Matrix By Model

| Model    | Redundancy                   | Connectivity  |              |                                    |                | Mounting      |
|----------|------------------------------|---------------|--------------|------------------------------------|----------------|---------------|
|          | Power                        | Expansion Bay | 3G/4G Module | Wi-Fi Options                      | VDSL SFP Modem | Rackmount Kit |
| XGS 87   | n/a                          | n/a           | n/a          | n/a                                | Optional       | Optional      |
| XGS 87w  | n/a                          | n/a           | n/a          | Built in                           | Optional       | Optional      |
| XGS 107  | Optional second power supply | n/a           | n/a          | n/a                                | Optional       | Optional      |
| XGS 107w | Optional second power supply | n/a           | n/a          | Built in                           | Optional       | Optional      |
| XGS 116  | Optional second power supply | 1             | Optional     | n/a                                | Optional       | Optional      |
| XGS 116w | Optional second power supply | 1             | Optional     | Built in<br>Optional second module | Optional       | Optional      |
| XGS 126  | Optional second power supply | 1             | Optional     | n/a                                | Optional       | Optional      |
| XGS 126w | Optional second power supply | 1             | Optional     | Built in<br>Optional second module | Optional       | Optional      |
| XGS 136  | Optional second power supply | 1             | Optional     | n/a                                | Optional       | Optional      |
| XGS 136w | Optional second power supply | 1             | Optional     | Built in<br>Optional second module | Optional       | Optional      |

Looking for the XG Series Firewall Appliances? Visit [sophos.com/compare-xg](https://sophos.com/compare-xg)

## Flexi Port Modules for 1U and 2U

Configure your hardware to suit your infrastructure and change it as and when you need to. Our optional Flexi Port LAN modules give you the freedom to select the connectivity you need: copper, fiber, 10GbE, 40 GbE – you decide.

| <i>XGS Rackmount Models</i>  | <i>For XGS 2xxx/3xxx/4xxx only</i>   | <i>For XGS 5500/6500 only</i>   |
|--|--|---|
| <br>8 Port 1G copper                  | <br>4 Port 1G copper PoE + 4 Port 1G copper | <br>2 Port 40G QSFP+   |
| <br>8 Port 1G SFP                     | <br>4 Port 2.5G copper PoE                  | <br>8 Port 10G SFP+  |
| <br>4 Port 10G SFP+                   |  | <br>High-Density Flexi Port Module (NIC)<br>12 Port 1G copper + 4 Port 2.5G copper |
| <br>4 Port 1G copper bypass (2 pairs) |  |   |

Note: XGS modules are not compatible with any previous XG Series appliances

## XGS Series: 1U Accessory Matrix By Model

| <i>Model</i>    | <i>Redundancy</i> |                           | <i>Modular Connectivity</i> |                        |  | <i>Mounting</i>                                |
|-----------------|-------------------|---------------------------|-----------------------------|------------------------|--|--|
|                 | <i>Power</i>      | <i>2<sup>nd</sup> SSD</i> | <i>VDSL SFP Modem</i>       | <i>Flexi Port Bays</i> | <i>Flexi Port Modules</i>  | <i>Rackmount Kit</i>                           |
| <b>XGS 2100</b> | Optional external | n/a                       | Optional                    | 1                      | <ul style="list-style-type: none"> <li>▸ 8 Port 1G copper</li> <li>▸ 8 Port 1G SFP</li> <li>▸ 4 Port 10G SFP+</li> <li>▸ 4 Port 1G copper bypass</li> <li>▸ 4 port 1G copper PoE + 4 port 1G copper</li> <li>▸ 4 port 2.5G copper PoE</li> </ul> | Rackmount ears incl.<br>Optional sliding rails |
| <b>XGS 2300</b> | Optional external | n/a                       | Optional                    | 1                      |  | Rackmount ears incl.<br>Optional sliding rails |
| <b>XGS 3100</b> | Optional external | n/a                       | Optional                    | 1                      |  | Rackmount ears incl.<br>Optional sliding rails |
| <b>XGS 3300</b> | Optional external | n/a                       | Optional                    | 1                      |  | Rackmount ears incl.<br>Optional sliding rails |
| <b>XGS 4300</b> | Optional external | n/a                       | Optional                    | 2                      |  | Sliding rails included                         |
| <b>XGS 4500</b> | Optional internal | Internal redundant SSD    | Optional                    | 2                      |  | Sliding rails included                         |

## XGS Series: 2U Accessory Matrix By Model

| <i>Model</i>    | <i>Redundancy</i> |                               | <i>Modular Connectivity</i> |                                |   | <i>Mounting</i>        |
|-----------------|-------------------|-------------------------------|-----------------------------|--------------------------------|---|------------------------|
|                 | <i>Power</i>      | <i>SSD</i>                    | <i>VDSL SFP Modem</i>       | <i>Flexi Port Bays</i>         | <i>Flexi Port Modules</i>   | <i>Rackmount Kit</i>   |
| <b>XGS 5500</b> | Included          | Second redundant SSD included | Optional                    | 2 + 1 for High-density module  | <ul style="list-style-type: none"> <li>▸ 8 Port 1G copper</li> <li>▸ 8 Port 1G SFP</li> <li>▸ 4 Port 10G SFP+</li> <li>▸ 4 Port 1G copper bypass</li> <li>▸ 2 port 40G QSFP+</li> <li>▸ 8 port 10G SFP+</li> <li>▸ High-Density Flexi Port module (NIC) 12 Port 1G copper + 4 Port 2.5G copper</li> </ul> | Sliding rails included |
| <b>XGS 6500</b> | Included          | Second redundant SSD included | Optional                    | 2 + 2 for High-density modules |   | Sliding rails included |

Looking for the XG Series Firewall Appliances? Visit [sophos.com/compare-xg](https://sophos.com/compare-xg)

# Sophos Wireless Protection

## Simple, Secure, Reliable





Simplify and secure your wireless networking using Sophos Firewall as a wireless controller. Your Sophos Access Points are automatically discovered when they are connected, allowing you to configure a variety of corporate, guest, or contractor wireless networks quickly and easily. You get seamless wireless integration with your firewall protection, consistent security policies across both wired and wireless traffic, and reliable high-speed connectivity.

## Hardware Appliances with integrated Wi-Fi

All our XGS Series desktop appliances are available with an integrated wireless access point. Coverage can be further extended by adding Sophos APX Series Access Points.

## Technical Specifications

Our APX Series access points are built on enterprise-class, high-speed wireless chipsets with custom designed antennas, top performing CPU and memory resources, and hardware accelerated encryption. With 802.11ac Wave 2 technology (Wi-Fi 5), they are custom-built for increased throughput at load and better performance and security.

| Model                                | APX 120   | APX 320  | APX 530  | APX 740  |
|--------------------------------------|---|--|--|--|
|                                      |  |   |    |   |
| Deployment                           | Indoor; desktop, wall, or ceiling mount.  |  |  |  |
| WLAN Standards                       | 802.11 a/b/g/n/ac   |  |  |  |
| Radios                               | 1 x 2.4 GHz single band<br>1 x 5 GHz single band                                  | 1 x 2.4 GHz/5 GHz dual-band<br>1 x 5 GHz single band<br>1 x Bluetooth low energy (BLE - for future use)                      | 1 x 2.4 GHz single band<br>1 x 5 GHz single band<br>1 x Bluetooth low energy (BLE - for future use)                        | 1 x 2.4 GHz single band<br>1 x 5 GHz single band<br>1 x Bluetooth low energy (BLE - for future use)                        |
| Antennas                             | 2 x internal dual-band antenna for Radio-1 and 2                                  | 2 x internal dual-band antenna for Radio-1<br>2 x internal 5 GHz antenna for Radio-2<br>1 x internal 2.4 GHz antenna for BLE | 3 x internal 2.4 GHz antenna for Radio-1<br>3 x internal 5 GHz antenna for Radio-2<br>1 x internal 2.4 GHz antenna for BLE | 4 x internal 2.4 GHz antenna for Radio-1<br>4 x internal 5 GHz antenna for Radio-2<br>1 x internal 2.4 GHz antenna for BLE |
| Performance                          | 2 x 2:2 MU-MIMO   |  | 3 x 3:3 MU-MIMO  | 4 x 4:4 MU-MIMO  |
| Interfaces                           | 1 x 12V DC-in<br>1 x RJ45 10/100/1000 Ethernet w/PoE                              | 1 x RJ45 connector console serial port<br>1 x RJ45 10/100/1000 Ethernet w/PoE  | 1 x RJ45 connector console serial port<br>1 x RJ45 10/100/1000 Ethernet port<br>1 x RJ45 10/100/1000 Ethernet w/PoE        |  |
| Power [MAX.]                         | 11.8W   | 11.5W  | 16.7W  | 22.4W  |
| Power-over-ethernet [MIN.]           | PoE 802.3af   |  | PoE+ 802.3at   |  |
| Dimensions<br>Width x Height x Depth | 144 x 33.5 x 144 mm<br>5.67 x 1.32 x 5.67 inches                                  | 155 x 38 x 155 mm<br>6.11 x 1.5 x 6.11 inches  | 183 x 39 x 183 mm<br>7.21 x 1.54 x 7.21 inches   | 195 x 43 x 195 mm<br>7.68 x 1.7 x 7.68 inches  |
| Weight                               | 0.256 kg  | 0.474 kg   | 0.922 kg   | 1.012 kg   |

If you prefer to free up the resources on your firewall and are looking for enhanced scalability, you can optionally manage your Sophos access points in the cloud using Sophos Central. A separate license is required.

See [sophos.com/compare-xgs](https://sophos.com/compare-xgs) for further technical details.



## SD-RED

### Sophos SD-RED: Empowering your SD-WAN strategy

Sophos has long been a pioneer in providing an easy-to-use, secure way to connect branch offices and other remote locations. Sophos Firewall includes a number of SD-WAN features to help you to accelerate application performance and get better visibility into network health to ensure that your remote locations enjoy the same performance as your main office.

Our SD-RED devices are built on the latest enterprise-class, high-speed networking platforms. They work with your Sophos Firewall whether you've deployed as hardware, software or in the public cloud. Our full range of Sophos Wireless Access Points are also compatible with Sophos SD-RED. You can use Sophos SD-RED with just the Base License included in your appliance purchase, however, you will need an active Network Protection subscription for management.

### Technical Specifications

| Model                                 | SD-RED 20   | SD-RED 60   |
|---------------------------------------|---|---|
|                                       |  |                                        |
| <b>Capacity</b>                       |   |   |
| Maximum throughput                    | 250 Mbps  | 850 Mbps  |
| <b>Physical interfaces (Built-in)</b> |   |   |
| LAN interfaces                        | 4 x 10/100/1000 Base-TX (1 GbE copper)  | 4 x 10/100/1000 Base-TX (1 GbE copper)  |
| WAN interfaces                        | 1 x 10/100/1000 Base-TX (shared with SFP)   | 2 x 10/100/1000 Base-TX (WAN1 shared port with SFP)   |
| SFP interfaces                        | 1x SFP fiber (shared port with WAN)   | 1x SFP fiber (shared port with WAN1)  |
| Power-over-Ethernet ports             | None  | 2 PoE ports (total power 30W)   |
| USB ports                             | 2 x USB 3.0 (front and rear)  | 2 x USB 3.0 (front and rear)  |
| COM ports                             | 1 x micro-USB   | 1 x micro-USB   |
| <b>Optional Connectivity</b>          |   |   |
| Modular bay                           | 1 (for use with optional Wi-Fi OR 4G/LTE card)                                    | 1 (for use with optional Wi-Fi OR 4G/LTE card)  |
| Optional Wi-Fi module                 | 802.11 a/b/g/n/ac Wave 1 (Wi-Fi 5) dual-band capable<br>2 x 2 MIMO 2 antennas     | 802.11 a/b/g/n/ac Wave 1 (Wi-Fi 5) dual-band capable<br>2 x 2 MIMO 2 antennas   |
| Optional 3G/4G LTE module             | MC7430/MC7455 Sierra Wireless Card  | MC7430/MC7455 Sierra Wireless Card  |
| Optional VDSL modem                   | Optional SFP modem (support coming in future release)                             | Optional SFP modem (support coming in future release)   |
| <b>Physical Specifications</b>        |   |   |
| Dimensions<br>Width x Height x Depth  | 225 x 44 x 150 mm<br>8.86 x 1.73 x 5.91 inches                                    | 225 x 44 x 150 mm<br>8.86 x 1.73 x 5.91 inches  |
| Weight                                | 0.9 kg/1.8 kg (1.98 lbs/3.97 lbs) Unpacked/Packed                                 | 1.0 kg/2.2 kg (2.2 lbs/4.85 lbs) Unpacked/Packed  |
| Power supply adapter                  | AC Input: 110-240VAC @50-60 Hz<br>DC Output: 12V +/- 10%, 3.7A, 40W               | AC Input: 110-240VAC @50-60 Hz<br>DC Output: 12V +/- 10%, 6.95A, 75W  |
| Power redundancy support              | Yes, optional second power supply   | Yes, optional second power supply   |
| Power consumption                     | 6.1W, 20.814 BTU (idle)<br>22.6W, 77.114 BTU (full load)                          | 11.88W, 40.536 BTU/h (idle)<br>25.33W, 86.429 BTU/h (full load without PoE)<br>62.48W, 213.190 BTU/h (full load with PoE) |
| Temperature (operational)             | 0°C to 40°C (32°F to 104°F)   | 0°C to 40°C (32°F to 104°F)   |
| Temperature (storage)                 | -20°C to 70°C (-4°F to 158°F)   | -20°C to 70°C (-4°F to 158°F)   |
| Humidity                              | 10% to 90%, non-condensing  | 10% to 90%, non-condensing  |
| <b>Safety Regulations</b>             |   |   |
| Certifications (safety, EMC, radio)   | CE/FCC/IC/RCM/VCCI/CB/UL/CCC/KC/ANATEL  | CE/FCC/IC/RCM/VCCI/CB/UL/CCC/KC/ANATEL  |

See [sophos.com/compare-xgs](https://sophos.com/compare-xgs) for further technical details.



## Further resources

We have a broad range of resources available where you can find out more about Sophos Firewall and get further product support.

- › Sophos Firewall Web – [sophos.com/firewall](https://sophos.com/firewall)
- › XGS Series Hardware models – [sophos.com/compare-xgs](https://sophos.com/compare-xgs)
- › Sophos Firewall Ecosystem: Add-ons and accessories – [sophos.com/firewall-ecosystem](https://sophos.com/firewall-ecosystem)

## Try it for free – for business and even at home

If you have any additional questions visit [sophos.com](https://sophos.com) or give one of our sales agents a call.

### Free 30-day trial – no strings attached

If you'd like to take it for a test drive you can get the full-featured product simply sign-up for our free 30-day trial.

### See it in action now

You can take a walkthrough of the user interface with our interactive demo or watch videos showing you just how we make network security simple.

Visit [sophos.com/firewall](https://sophos.com/firewall) for more information.

### Free home use version

Our Sophos Firewall Home Edition is a fully-equipped software version that gives you complete network, web, mail, and web application security with VPN functionality, for home-use only and limited to 4 virtual cores, 6 GB of RAM.

Visit [sophos.com/freetools](https://sophos.com/freetools)

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