VENDOR CONTRACT

Between USACI Corp **and**

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

INTERNET and NETWORK SECURITY
CONTRACT NUMBER 2012116

General Information

The vendor contract shall include the contract, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS contract, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued.

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

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of business at 4845 US Hwy 271 North, Pittsburg, Texas 75686. This contract 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.

Definitions

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

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.
REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

Warranty Conditions

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

Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.
Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.
Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter:(1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States;(4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit

exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

The contract is for one (1) year with an option for renewal for 2 consecutive years. Total term of contract can be up to 3 years if sales are reported through the contract and both parties agree.

Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

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

Payments

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

Pricing

The Vendor contracts to provide pricing to TIPS and its participating governmental entities that is the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract.

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

All pricing submitted to TIPS shall include the participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to customer. The normal fee is 2%, but can be negotiated with the Vendor.

Participation Fees

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

Indemnity

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

2. **Indemnity for Performance Contracts.** The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and

hold harmless and defend TIPS, TIPS member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS, TIPS member(s), officers, employees, or agents.

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

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor contracts for categories when deemed in the best interest of the TIPS membership. Bidders scoring 80% or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS is to be notified within 24 hours of receipt of order.

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

- Providing material that does not meet the specifications of the contract;

- Providing work and/or material that was not awarded under the contract;
- Failing to adequately perform the services set forth in the scope of work and specifications;
- Failing to complete required work or furnish required materials within a reasonable amount of time;
- Failing to make progress in performance of the contract and/or giving TIPS reason to believe that awarded vendor will not or cannot perform the requirements of the contract; and/or
- Performing work or providing services under the contract prior to receiving a TIPS reviewed purchase order for such work.

Upon receipt of the written deficiency, awarded vendor shall have ten (10) days to provide a satisfactory response to TIPS. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by awarded vendor under this contract shall become the property of the TIPS Member on demand.

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

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

work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.
Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or reasonably expected to be present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion.
Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

Awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Contract. TIPS and Region 8 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Services

When applicable, performance bonds will be required on construction or labor required jobs over $100,000 and payment bonds on jobs over $25,000 or awarded vendor will meet the TIPS member's local and state purchasing requirements. Awarded vendors may need to provide additional capacity as jobs increase. Bonds will not require that a fee be paid to TIPS. The actual cost of the bond will be a pass through to the TIPS member and added to the purchase order.

Scope of Services

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

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 contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS member issues a purchase order that will serve as "the notice to proceed". The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS member inspect the work for acceptance under the scope and terms in the PO. The TIPS member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS member will issue a completion notice and final payment will be issued.

Support Requirements

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

Special Terms and Conditions

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

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

Check one of the following responses to the General Terms and Special Terms and Conditions:

☑ We take no exceptions/deviations to the **general** and/or **special terms and conditions**.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the **general** and/or **special terms and conditions**. All exceptions/deviations must be clearly explained. Reference the corresponding general or special terms and conditions that you are taking exceptions/deviations to. The proposer must clearly state if you are adding additional terms and conditions to the general or special terms and conditions. Provide details on your exceptions/deviations below:

Exceptions:

The Interlocal Purchasing System (TIPS Cooperative)
Supplier Response

Bid Information

Bid Creator	Kim Thompson Coordinator of Office Operations
Email	Kim.Thompson@tips-usa.com
Phone	(903) 575-2608
Fax	(866) 929-4402
Bid Number	2012816
Title	Internet and Network Security
Bid Type	RFP
Issue Date	11/02/2015
Close Date	12/11/2015 3:00:00 PM CT
Need by Date	

Contact Information

Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686
Contact	Kim Thompson, TIPS Office Manager
Department	
Building	
Floor/Room	
Telephone	+1 (866) 839-8477
Fax	+1 (866) 839-8472
Email	bids@tips-usa.com

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	USACI
Address	PO Box 940128 Plano, TX 75074
Contact	Jessica Hartley
Department	
Building	
Floor/Room	
Telephone	1 (972) 6730333
Fax	1 (972) 6730222
Email	jhartley@usaci.com
Submitted	12/11/2015 8:46:05 AM CT
Total	$0.00

Signature Tara Geiger

Email tara.geiger@usaci.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the ”Response Attachments” D/M/WBE CERTIFICATES section.	Yes
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the ”Response Attachments” HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	USACI has been helping businesses, governmental agencies and educational institutions solve their IT challenges for over 20 years. Leveraging the latest technology from Best in the Business partner, USACI delivers superior solutions backed by a customer care center focused on service.
6	Primary Contact Name	Primary Contact Name	Jessica Hartley
7	Primary Contact Title	Primary Contact Title	CEO
8	Primary Contact Email	Primary Contact Email	jhartley@usaci.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9726730222
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	
12	Secondary Contact Name	Secondary Contact Name	Tara Geiger
13	Secondary Contact Title	Secondary Contact Title	Sales Support
14	Secondary Contact Email	Secondary Contact Email	tara.geiger@usaci.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions)	9726730222
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions)	9727687956
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Jessica Hartley
19	Admin Fee Contact Email	Admin Fee Contact Email	jhartley@usaci.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Jessica Hartley
22	Purchase Order Contact Email	Purchase Order Contact Email	jhartley@usaci.com

23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions)	9726730333
24	Company Website	Company Website (Format - www.company.com)	www.usaci.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	75-2425449
26	Primary Address	Primary Address	PO Box 940128
27	Primary Address City	Primary Address City	Plano
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	Texas
29	Primary Address Zip	Primary Address Zip	75094
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.)	Internet security, data security, network security, firewall, access points, intrusion prevention, anti-virus, Fortinet, Endpoint security, web/content filtering, VPN
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding $100,000? (Non-Construction) (If YES, vendor should download the Federal Regulations for Contracts document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Plano
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes

41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	5
44	Years Experience	Company years experience in this category?	20
45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the ”Response Attachments” RESELLERS section.	Yes
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is ”Term of Contract”)	Term of Contract

Line Items

Response Total:	$0.00

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

Company Name:	USACI Corp
Mailing Address:	PO Box 940128
City:	Plano
State:	TX
Zip:	75094
Telephone Number:	(972) 673-0333
Fax Number:	(972) 673-0222
Email Address:	jhartley@usaci.com
Authorized Signature:	Jessica A Hartley
Printed Name:	Jessica Hartley
Position:	CEO

This contract is for a total TERM of one year with the option of two additional years. Vendors shall honor the participation fee for any sales made based on the TIPS contract. Failure to pay the fee will be grounds for termination of contract and will affect the award of future contracts.

Blenda McNatt — 1-21-16

TIPS Authorized Signature — Date

David Wayne Fitts — 1-21-16

Approved by Region VIII ESC — Date

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $25,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder:

Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the EDGAR, §200.212 Suspension and debarment.

Vendor Name: USACI Corp

Vendor Address: PO Box 940128 Plano, TX 75094

Vendor E-mail Address: jhartley@usaci.com

Vendor Telephone: 972-673-0333

Authorized Company Official's Name: Jessica Hartley

Signature of Company Official: Jessica R Hartley

Date: 12/08/15

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

If the TIPS member anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

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

   ☐ **YES or** ☑ **NO**

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

   ☐ **YES or** ☐ **NO**

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

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

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

Company Name USACI

Name of authorized representative Jessica Hartley

Signature of authorized representative Jessica Hartley

Date 12/08/15

Provisions for purchase with federal funds for contracts exceeding $100,000
These forms are for non-construction contracts

Many TIPS members (grantees and sub-grantees) purchase goods and services with federal funds. When a member engages a contract exceeding $100,000 and paid with federal funds, provisions are triggered by various Code of Federal Regulations requirements. Primarily 34 CFR 80.36 from the Department of Education and 7 CFR 3015 & 3016 from the Department of Agriculture for School Lunch Program. There may be other Federal programs from time to time that are not enumerated above that may fund certain projects using outside vendors. These are not optional for the contracting entity and in order to spend the federal funds certain provision and certifications must be in place to ensure legal compliance.

If you company wishes to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000, you must complete the following forms can provide the certifications as required on the subsequent pages.

Do you wish to be eligible to participate in a TIPS contract in which a member utilizes federal funds on contracts exceeding $100,000?

Check your response?

YES ☑ NO ☐

12/08/15

Signature of Authorized Company Official Date

Jessica Hartley

Printed Name of Authorized Company Official

USACI

Company Name

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

It is the proposing company's duty and responsibility to have knowledge of and be responsible for the compliance with all applicable laws, rules and regulations as they apply to this procurement process and any subsequent award. The vendor agrees to comply, in all relevant respects, with all Federal, State, and Local laws, rules and regulations related to the performance of services or supply of goods to TIPS or TIPS members?

Does vendor agree? YES JSH Initial of Authorized Company Official

Non-Collusive Bidding Certificate

By submitting a proposal in response to a Request for Proposals or other procurement device containing this clause, you certify that you are authorized to certify to the following:

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.

The vendor complied with #1 through 4 above? YES JSH Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

Non-Federal entities are prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement for goods or services equal to or in excess of $100,000.00. Contractors receiving individual awards for $25,000.00 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

You certify that no suspension or disbarment is in place, which would preclude receiving a federally funded contract under the Federal OMB, A-102, common rules

The vendor has not been debarred? YES JSH Initial of Authorized Company Official

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 Lobbing," 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.

USACI
Name of Organization

PO Box 940128 Plano, TX 75094
Address of Organization

Jessica Hartley/CEO
Name / Title of Submitting Official

Jessica R Hartley
Signature of Submitting Official

12/08/15
Signature Date

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member 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? YES JSH Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member 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. TIPS Member 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. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (7) Notice of awarding agency requirements and regulations pertaining to reporting.

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS Member, TIPS Member requires that the proposer certify that during the term of an award by the TIPS Member resulting from this procurement process the vendor will provide reports and documentation required by all applicable law and state and federal regulations upon request by the TIPS Member or any relevant state of federal agency.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.

Provisions for purchase with federal funds for contracts exceeding $100,000

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS Member, TIPS Member shall address any requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract in the contract document and absent language to the contrary or if the contract silent on the subject, the District retains all rights thereto.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will surrender upon request any copyrighted materials owned by the TIPS Member but used in the awarded contract performance unless otherwise agreed in a written document by the parties. TIPS Member reserves the rights to all data created or provided to the vendor for the purpose of contract performance resulting for this procurement process and the vendor will surrender such data upon request unless otherwise agreed in a written document by the parties. If the contract is silent or not dispositive on the subject matter data or copyrights TIPS Member retains all rights in the data developed or gathered during the contract term.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (10) Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that during the term and after the awarded term of an award by the TIPS Member resulting for this procurement process the vendor will grant access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

Does vendor agree? YES JSH Initial of Authorized Company Official

Provisions for purchase with federal funds for contracts exceeding $100,000

Federal Rule (11) Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that the awarded vendor retain of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to Federal Rule (12) above, when federal funds are expended by TIPS Member, TIPS Member requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Pursuant to Federal Rule (13) above, when federal funds are expended by TIPS Member, TIPS Member requires proposer certify that during the term of an award by the TIPS Member resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Does vendor agree? YES JSH Initial of Authorized Company Official

2 CFR PART 200 Contract Provisions

Required Federal contract provisions of Federal Regulations for Contracts

The following provisions are required to be in place and agreed if the procurement is funded with federal funds. TIPS or its members are the subgrantee or subrecipient by definition in most cases. Not all provisions herein apply to all contracts. Compliance is required as it applies to the individual purchase contract.

Appendix II to Part 200
Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

2 CFR PART 200

These contract provisions are incorporated by reference or attachment into all contracts with your company when TIPS or its members purchase is with federal funds if you respond to a TIPS competitive procurement request for proposals or bid..

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.

Federal Rule (1) Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

> Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS or its members, TIPS or its 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? YES JSH Initial of Authorized Company Official

Federal Rule (2) 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 Federal Rule (2) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS 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. TIPS OR ITS 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 TIPS OR ITS MEMBERS. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.
>
> Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (3) 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."

2 CFR PART 200 Contract Provisions

Pursuant to Federal Rule (3) above, when federal funds are expended by TIPS OR ITS MEMBERS, for all construction contracts awarded by grantees and their contractors or subgrantees, the proposer certifies that during the term of an award, when federal funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with Equal Opportunity Employment laws specifically Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (4) 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 5, "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. 3145), 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.

Pursuant to Federal Rule (4) above, when federal funds are expended by TIPS OR ITS MEMBERS, during the term of an award for all contracts and subgrants for construction or repair, when Federal Funds are expended, by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with all provisions listed or referenced therein.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (5) 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 Federal Rule (5) above, when federal funds are expended by TIPS OR ITS MEMBERS, the proposer certifies that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process for construction contracts awarded by grantees and subgrantees the proposer agrees to be in compliance with all requirements listed or referenced therein.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (6) Rights to Inventions Made Under a Contract or Agreement. 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

2 CFR PART 200 Contract Provisions

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 Federal Rule (6) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (7) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (7) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires that the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting from this procurement process the vendor agrees to the terms listed and referenced therein.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (8) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award $25,000 or greater (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (8) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.

Does vendor agree they are not debarred as specified above ? YES JSH Initial of Authorized Company Official

Federal Rule (9) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (9) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that during the term and after the awarded term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor certifies to the terms included or referenced in Federal Rule 9 above.

2 CFR PART 200 Contract Provisions

Does vendor certify to the provisions in Federal Rule (9) above? YES JSH Initial of Authorized Company Official

Federal Rule (10) 2 CFR 200.233 Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Pursuant to Federal Rule (10) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires the proposer certify that the awarded vendor retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

Does vendor agree? YES JSH Initial of Authorized Company Official

Federal Rule (11) 2 CFR §200.322 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. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

Pursuant to Federal Rule (11) above, when federal funds are expended by TIPS OR ITS MEMBERS, TIPS OR ITS MEMBERS requires proposer certify that during the term of an award by the TIPS OR ITS MEMBERS resulting for this procurement process the vendor will be in compliance with mandatory standards and policies relating to Procurement of recovered materials which are listed above.

Does vendor agree they will comply? YES JSH Initial of Authorized Company Official

Company Name USACI

Print name of authorized representative Jessica Hartley

Signature of authorized representative Jessica Hartley

Date 12/08/15

Signature above acknowledges all provisions in this four page document and the vendor/proposer/bidder responses herein to the 11 rules.

References

**** Must have at least 3 References. References must be School, City, County, University, State Agency or Other Government.**

Organization	City	State	Contact Name	Contact Phone
City of Rogers	Rogers	AR	Ryan Breese	(479) 986-6826
Education Service Center Region 10	Richardson	TX	Danny Scott	(972)348-1700
Tarrant County 911	Fort Worth	TX	Robert Villafranca	(817)820-1174
Campbell ISD	Campbell	TX	Anthony Eilers	(903)862-3259

Fortinet Warranty and Hardware Return Policy

Customer Service and Support

High Performance Multi-Threat Security Solutions

FORTINET™

Hardware Warranty

Fortinet provides a one (1) year limited product hardware warranty to purchasers of Fortinet products as follows: Fortinet warrants that the product hardware will be free from defects in materials and workmanship that result in a material deviation from the applicable published Fortinet technical specifications ("Hardware System Failure"). Upon the occurrence of a Hardware System Failure, Fortinet will repair or replace such product hardware within three (3) working days (Note: see Regional Variations section below) of its receipt of the failed hardware in, if in advance of its receipt, such hardware (1) was evaluated by Fortinet Technical Support in person or via telephone, and (2) received a Technical Support RMA number from Fortinet. Further, the product hardware must be shipped, shipment pre-paid, to Fortinet, and the RMA number must be clearly indicated on the shipping box and papers.

Software Warranty

Fortinet provides a ninety (90) day, limited software warranty to licensees of Fortinet software accompanying Fortinet hardware or licensed separately. Fortinet warrants that the media on which the software is delivered will be free of defects in material and workmanship for a period of ninety (90) days following delivery of the software to licensee. Fortinet warrants that the software, when used in accordance with the terms of the Fortinet software license, will operate substantially as set forth in the applicable Fortinet documentation for a period of ninety (90) days following registration.

Registration Requirement

Warranties are only valid for Products which have been registered with Fortinet at https://support.fortinet.com. Products which have not been registered with Fortinet are not entitled to any of the rights contained in this publication and failure to register your product in a timely manner may result in a forfeiture of your warranty in its entirety.

Warranty Start Date: Notice

All Fortinet warranties begin on the date of Product registration. All warranty claims must be submitted before the expiration of the warranty term, i.e. 1-year from registration for hardware claims and ninety (90) days from registration for Software claims.

Warranty Forfeiture

Fortinet's warranties are subject to a “sunset” provision requiring that Products must be registered with Fortinet within twelve (12) months of the initial Product sale from Fortinet; not its distributors or resellers. All Products which have not been registered by the licensee with Fortinet within 12 months from the time such Products were initially purchased from Fortinet, shall forfeit any warranty rights under this Agreement or any other.

Warranty Limitations

Fortinet's warranties as set forth herein ("Warranties") are expressly conditioned upon the valid operation of the Product License Agreement included with every shipment (which is incorporated herein by reference) and are further expressly contingent upon proper use of the Fortinet hardware and software ("Products") and shall not apply if the Products have been modified without Fortinet's written approval, if the Products' serial number label has been removed, or if the Product has been damaged or impaired in any way. The terms of the Warranty are limited to the remedies as set forth herein. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER RIGHTS, CONDITIONS AND WARRANTIES. FORTINET MAKES NO OTHER EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE SOFTWARE, HARDWARE, PRODUCTS, DOCUMENTATION OR FORTINET SUPPORT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

USEFULLNESS AND/OR NON-INFRINGEMENT OF ANY THIRD PARTY RIGHTS. FORTINET DOES NOT WARRANT THAT ANY PRODUCT WILL BE ERROR-FREE, OR THAT ANY DEFECT THAT MAY EXIST IN ANY PRODUCT CAN BE CORRECTED. IN NO EVENT SHALL FORTINET BE LIABLE FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST DATA), HOWEVER CAUSED WHETHER OR NOT FORTINET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SOLE REMEDY FOR ANY BREACH OF ANY OR ALL OF THE FOREGOING WARRANTIES SHALL BE REPAIR, REPLACEMENT OR REFUND OF THE COST OF ANY NON-CONFIRMING PRODUCT(S).

Advance Replacement

Advance Hardware Replacement is available for hardware covered by a Fortinet 24x7 support contract and allows the customer to request that a replacement unit be shipped prior to the return of the failed unit. This service requires an evaluation of the failed system by a Fortinet Technical Support specialist and the issuance of a Technical Support Return Material Authorization ("RMA") number. Upon issuance of the RMA number, a repaired or replacement unit will be shipped to the customer at Fortinet's expense according to the service level agreement associated with the subscribed RMA service and as stipulated within the Forticare service contract. Fortinet must receive the failed unit within 30 days after issuance of the RMA to avoid replacement charges, billed at the current list price of the unit including installed options. A replacement unit may be a new or reconditioned unit of equivalent or better value. Replacement hardware for Fortinet distributors and resellers will be sent to the distributor or reseller, not the end customer.

DOA

A unit is classified as DOA (Dead On Arrival) if the fault is reported within the first 30 days of product Warranty, 30 days from product registration date or no more than 120 days from shipment. All DOA's are handled as advanced replacements from Fortinet within next business day terms.

Warranty Returns – Return and Replace

Replacement of hardware under Fortinet's standard warranty requires an evaluation of the failed system by a Fortinet Technical Support specialist, and the issuance of a Technical Support RMA number. The Customer must ship the subject unit, pre-paid, to Fortinet. The RMA number must be clearly indicated on the box and shipping papers - failure to do so will result in delays. A repaired or replacement unit will be shipped via ground carrier at Fortinet's expense within 3 business days after receipt of the failed unit. A replacement unit may be a new or reconditioned unit of equivalent or better value. Replacement hardware for Fortinet distributors and resellers will be sent to the distributor or reseller, not the end customer.

Regional Variations – Outside of North America

Due to country-specific import and export regulations, customs and shipping authorization may take longer to obtain for some countries than for others. Advance Replacements will be shipped within 72 hours of issuing the RMA. Warranty Returns for customers outside of North America will be shipped within 5 business days after receipt of the failed unit. In Asia, distributors have the option of having a replacement unit shipped to them or receive a credit to their Fortinet account in lieu of a replacement unit. This option applies only in countries where there is no local Fortinet RMA center. If and when Fortinet institutes a local Fortinet RMA center in any such country, the foregoing return for full credit option shall no longer be available, and distributors shall instead utilize Fortinet's standard RMA process.

Miscellaneous Disclaimers

Fortinet reserves the right, in its sole discretion, to change, revise, limit, expand or otherwise alter the program and any element thereof at any time with no notice required.

EXCLUSIONS

The services provided by Fortinet hereunder will not include warranty, support and/or maintenance of any third party software or hardware, whether or not such third party software or hardware is provided by Fortinet. Fortinet is not required to provide any services for problems arising out of: (i) your failure to implement all Maintenance or Feature issued under this Agreement; (ii) any alterations of or additions to the Products performed by parties other than Fortinet; (iii) accident, negligence, or misuse of the Products (such as, without limitation, operation outside of environmental specifications or in a manner for which the Products were not designed); or (iv) interconnection of the Products with other products not supplied by Fortinet. Fortinet shall only be obligated to support the then-current version of the Products and the immediately prior version.

About Fortinet

Fortinet is the pioneer and leading provider of ASIC-accelerated multi-threat security systems, which are used by enterprises and service providers to increase their security while reducing total operating costs. Fortinet solutions were built from the ground up to integrate multiple levels of security protection--including firewall, antivirus, intrusion prevention, Web content filtering, VPN, spyware prevention and antispam--providing customers a way to protect multiple threats as well as blended threats. Leveraging a custom ASIC and unified interface, Fortinet solutions offer advanced security functionality that scales from remote office to chassis-based solutions with integrated management and reporting. Fortinet solutions have won multiple awards around the world and are the only security products that are certified eight times over by the ICSA (firewall, antivirus, IPSec, SSL, IDS, client antivirus detection, cleaning and antispyware). Fortinet is privately held and based in Sunnyvale, California.

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CSS110-0107-R2

Fortinet Warranty Support Start Policy

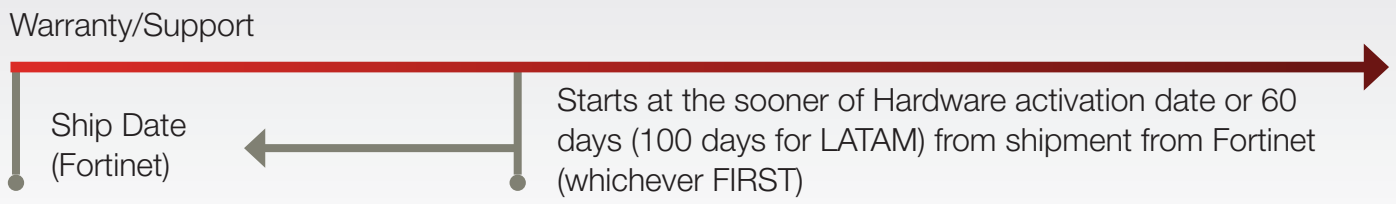
Summary

This document is intended to outline the policy that Fortinet has established for the activation date of warranty and support. Renewals of support contracts will start from the end of the previous support contract.

In Summary

- Product warranty and support starts at the EARLIER of the following events:
  - At time of registration
  - At first power up the appliance will connect with Fortinet and request updates
  - 60 days (100 days for LATAM) from shipment of product from Fortinet
- At initial power-up it is HIGHLY recommended that the customer follow the registration process to ensure timely updates and support.

Policy Requirements:
North and South America



Warranty

Warranty/Support start is tied directly to the ship date or activation connection with Fortinet. Warranty is the base level of coverage on the hardware platform. Fortinet's warranty is included in its End User License Agreement.

Support

The start of support is tied to the timing of hardware shipment or activation, but a maximum of 60-day (100 days for LATAM) grace period is provided in North/South America. Support is considered "insurance" in many ways, meaning it is there in case something goes wrong, hence it is important that the support agreement starts around the time product is received and doesn't wait to start until an issue comes up.

Bundles

The start date for bundles will follow the warranty/support policy above.

Fortinet reserves the right to change its support policy from time to time in its discretion.

FortiCompanion to RMA Services

Consistent service and the reliability of your security infrastructure are critical to the business success of your organization. To address these requirements the FortiCare service portfolio provides a comprehensive set of programs with global coverage for technical services and security threat management.

The FortiCare Service portfolio includes a maintenance program for the replacement of defective hardware with a range of service levels. Preventing problems and recovering quickly are the aim of our services with upgrade options available across the portfolio for replacement of defective hardware.

The FortiCompanion handbooks aim to provide you with the information to understand and make best use of the Services available to you as a valued Customer. This guide is focused on our hardware replacement services. For a more detailed description you may also refer to the FortiCare Terms & Conditions available via the Support Portal.

FortiCare Hardware Support Definitions

The levels of hardware replacement available for Fortinet Products are outlined below.

Return & Replace

After Fortinet provides confirmation of a defect, the Customer ships the defective hardware at their expense to the depot indicated in the RMA Ticket. The defective hardware should be packed in its original box with a copy of the RMA form. A replacement will be shipped within 3 Business Days of receipt of the defective hardware.

Advanced Replacement – next Business Day Delivery

Fortinet ships a replacement to arrive the next business day if the defect is confirmed before 14.00pm (local Parts Depot time). The Customer will send back the defective hardware at their expense to the depot indicated in the RMA Ticket. The defective hardware should be packed in its original box with a copy of the RMA form. It should be returned within 30 days following receipt of the replacement, beyond that time, Fortinet reserves the right to invoice for product.

Dead on Arrival

An appliance is classified as D.O.A (Dead on Arrival) if the defect is reported within the first 30 days after product registration but no later than 120 days after the original shipment from Fortinet. All D.O.A requests are handled at the level of Advanced Replacement Next Business Day Delivery. The replacement hardware will be a new device. Fortinet will bear the shipping expenses for both the return of the defective unit and the shipment of the replacement unit.

Hardware Warranty

It is recommended to purchase FortiCare services for all appliances, in the event that you do not purchase a service contract, you will be covered by a limited hardware warranty service as defined in the End User License Agreement. http://www.fortinet.com/doc/legal/EULA.pdf

Premium & Secure RMA

For customers with critical environments higher levels of service are available within the Premium RMA portfolio; these levels are:

- Next Day Delivery
- 4 Hours On-Site Parts Delivery
- 4 Hours On-Site Engineer
- Secure RMA (Non-Return of Hardware)

Additional details are available in a later section.

Service Scope

Fortinet Appliance Anti-Tamper Seal

All Fortinet appliances include a tamper seal sticker to ensure that the device has not been compromised in any way. Breaking the seal under any circumstances will void your hardware service coverage and Fortinet will not accept liability for any damage that may occur.

Chassis & Modules Hardware Coverage

- Fortinet solutions include a range of Chassis products (example, FG-5140B) into which can be inserted blades (example the FG-5001C). Hardware replacement services for the chassis are enabled through the FortiCare Service Contract (8x5) or (24x7) which is active on the relevant blade. To create a ticket for replacement of any hardware component on the chassis i.e. shelf manager, power supply or fan tray you should therefore create a ticket against a blade.
- Fortinet modules (example, ASM-CE4) provide flexibility for physical network configurations as well as enhanced firewall performance. Hardware replacement services for a module are enabled through the FortiCare Service Contract (8x5) or (24x7) which is active on the relevant FortiGate product. To create a ticket for replacement of a module a ticket should be created against the FortiGate product into which the module is inserted.
- It is possible to purchase a Premium RMA service to cover either an individual module or a chassis should this service level be required, in which case an individual PRMA contract is required for each module.

The asset management interface within the Support Portal provides the capability to associate blades or modules with their corresponding chassis to facilitate tracking of the address and physical location.

Media Retention

For removable FRUs, an example is a hard disk in a FortiManager, the Fortinet TAC representative will specify in the RMA Ticket if the FRU is required to be returned.

Location Changes

Fortinet will provide hardware services for a product purchased by the Customer in one country and then installed in another (excepting embargoed countries). The regional RMA Parts Depot handles all tickets, which is closest to the product location. As a result it is recommended to associate an address with each appliance in the Support Portal both to track assets, but also to facilitate creation of hardware replacement tickets with the support teams.

Shipment Policy

All shipments are made DAP (Delivered At Place) whereby Fortinet pays the shipping cost and the Customer is responsible for the payment of all import clearance charges and duties. The replacement will be in the majority of cases a refurbished appliance of equivalent or better specification.

Hardware Lifecycle Policy

To ensure we provide innovative solutions to customers products are periodically discontinued. When this occurs an announcement including a transition plan is announced. The appliance then enters the end of life phase, during which, it is possible to purchase up to 60 months of support services. All information regarding end of life announcements is stored in the Support Portal together with the Hardware and Software Lifecycle Policy. It is recommended that all Customers ensure they are familiar with the process.

https://support.fortinet.com/Information/ProductLifeCycle.aspx

Service Availability

Hardware replacement services are delivered using regional and in-country depots to assure delivery times. Except for PRMA shipments each Fortinet Parts Depot respects in-country public holidays and will not make shipments on those days.

Delivery times are dependent upon a number of factors including the destination address within a country, and customs clearance times for international shipments. If you wish to know more information regarding our in-country depots please contact Customer Services (cs@fortinet.com).

Location of Regional Depots

Region	Central Depot
Americas	RMA Department, Fortinet Inc, 899 Kifer Road, Sunnyvale, CA 94086, U.S.A.
APAC	RMA Department Fortinet International Inc, Jvan An International Co. Ltd. Log, No. 2, Alley 43, Shingbang Road, 330 ROC, Taoyuan City, Taiwan
EMEA	RMA Department, Fortinet, 220 rue Albert Caquot, 06410 Sophia Antipolis, France

Global Availability of the Advanced Replacement Service

This table details in which countries the Advanced Replacement service is expected to take a business day to arrive in country to major cities. It should be noted that Return and Repair and Advanced Replacement services are available in countries not listed, however, the delivery time is expected to take more than a Business Day.

Region	Next Business Day Delivery
North America & Caribbean	Canada, U.S.A
South America	Brazil, Columbia, Mexico
APAC	Australia, China, India, Indonesia, Japan, Hong Kong, Malaysia, New Zealand, Singapore, South Korea, Sri Lanka, Taiwan, Thailand
EMEA, Western Europe	Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Monaco, Netherlands, Portugal, San Marino, Spain, Sweden, Switzerland, United Kingdom
EMEA, Eastern Europe & Russia	Bulgaria, Croatia, Czech Republic, Estonia, Hungary, Latvia, Lithuania, Poland, Romania, Slovakia, Slovenia, Turkey
EMEA, Africa, Middle-East	Egypt, Israel, Pakistan, Saudi Arabia, South Africa, United Arab Emirates

Prohibited Territories

FortiCare Services are not provided in prohibited territories this includes Cuba, Iran, North Korea, Sudan, and Syria. If in any doubt, refer to the Global Trade Compliance team:

http://www.fortinet.com/aboutus/global_trade_compliance.html

Customs Clearance, Importation Duties & Licenses

Hardware replacements are shipped to the Customer with incoterm DAP (Delivery At Place) using a Fortinet carrier, with the freight prepaid, excluding any import duties, taxes or other fees

Fortinet is not responsible for customs clearance, import duties or licenses for international shipments. For those locations where Fortinet has no regional Parts Depot (please refer to the Next Business Day Delivery table) an international shipment of the hardware will be required. All international shipments generate customs and duty payment obligations both for the receipt and return shipment of defective hardware.

When making a return international shipment of the defective product to Fortinet it is important to declare to the relevant authorities, certain information such as a short product description, the ECCN and HTS codes, as well as the value of the defective material. The required information is outlined in the document "Return Profoma Invoice" which can be downloaded from the RMA Form (which is contained in each RMA ticket). For additional information on custom's clearance please contact Customer Services (cs@fortinet.com).

The 'encryption' aspect of many Fortinet appliances may require special importation licenses in certain locations. The Customer should ensure such licenses are available prior to shipment in order to avoid delays or confiscation of the products.

Requesting replacement hardware

Hardware Quick Inspection Package (HQIP)

To verify a hardware failure you will be requested by Technical Support to use HQIP a dedicated firmware image that verifies the CPU, memory, compact flash, hard disk and PCI devices (NIC/ASIC). For more details on the HQIP process please consult our Knowledge Base

hhttp://kb.fortinet.com/kb/microsites/microsite.do?cmd=displayKC&docType=kc&externalId=FD34745

RMA Ticket

Once you have confirmed the failure and wish to open an RMA ticket please ensure you have the following information available:

- Serial number
- Description of the defect
- Shipping information
  (Note: this is available on ticket creation if you have associated an address with the appliance in the Support Portal. To add an address select the appliance serial number and choose Location)
- Steps taken to confirm that the hardware is faulty including the output of any HQIP testing

On confirmation of the hardware defect, Fortinet will ship a replacement product within the timescales appropriate for the level of service entitlement.

It is not possible to request the FortiOS version, which will be installed on the replacement unit.

Service Entitlement Transfer

Once you have received and installed the replacement hardware you must transfer service entitlements (FortiCare Technical Support and/or FortiGuard Security Services) via the Support Portal. This option is available by selecting the defective appliance serial number and selecting RMA Transfer. The automated activation of FortiGuard Services after a license transfer may take up to 4 hours.

You may view the status of your RMA ticket at all times by logging into the Support Portal.

RMA Ticket Status & Definitions

RMA Activity	Support Portal Ticket Status	Definition
Pending Approval	Registered	New RMA request
Approved, Waiting Unit	AwDefUnit	FortiCare 8x5 Awaiting defective unit to be returned to initiate new product shipment
Approved, Pending Shipment	In Progress	RMA team is in the process of preparing and arranging the shipment of product
Waiting Defective	RMAReturnPend	FortiCare 24x7 Awaiting defective unit to be returned by the Customer

Handling Procedure for Returned Product

All devices, which are returned to Fortinet, are subjected to the following procedure:

- Verification of the failure - if the failure is confirmed the appliance is sent for repair
- If no fault is found the appliance is verified physically and for any item which may reference the previous customer (if found these are removed)
- The appliance is reset to factory defaults and the configuration erased

On-site Spares

If you use on-site cold spares you need to ensure the following procedure:

- Spares stock must not be registered in the Support Portal.
- Upon an incident log an RMA ticket against the defective hardware with active services. This is required to a) obtain replacement product and b) ensure a transfer of licenses from the defective to replacement hardware.
- On approval of the RMA ticket the licenses may be transferred to the serial number of the on-site spare via the Support Portal (Product Information/Registration/RMA transfer).
- The replacement device once received should be stocked until a failure occurs.

Secure RMA

The Secure RMA service is designed for customers with strict requirements for protection of data within their physical environment. FortiGate appliances in general store configuration information on solid-state media which are not field replaceable as a result it is not possible to remove these items without invalidating warranty. If a customer with a FortiGate wishes to erase configuration information, they may use the 'Secure Erase' command '*execute erase-disk'* which will perform random and multiple overwrites of the disk.

The Secure RMA service allows for the non-return of the defective hardware and therefore the protection of all data stored on the appliance within the customer's location. The service is available as an add-on to any level of RMA replacement service.

As part of the RMA Ticket procedure the customer will be requested to complete an ''RMA Release of Liability'' form confirming that the unit will be destroyed which should take place before shipment of the replacement product.

Premium RMA

The Premium RMA service is designed for customers who require replacement hardware on-site within a given timeframe. The Service is uniquely delivered by telephone using dedicated parts strategically located to assure the service level agreement.

Service Options

There are three services levels available:

- 4 Hour On-Site Engineer (4HR-OSE); A replacement part will be delivered on site by a courier service. An engineer will arrive, rack and cable the appliance, and leave with the defective part if requested.
- 4 Hour On-site Parts Delivery (4HR); A replacement part will be delivered on site by a courier service.
- Next Day Delivery (NDD); A replacement part will be delivered by courier service and arrive on the next day.

Service Coverage

For detailed information on geographical coverage please refer to:

http://www.fortinet.com/support/forticare_support/premium_rma.html

If the town or location where you require the service is not listed, please contact Customer Service (cs@fortinet.com) and provide the full site address including the postcode.

Service Contract Information

There are two service contracts available based on a combination of FortiCare and FortiGuard services.

1. Service package including Technical Support 24x7 combined with a PRMA service.
   Example: 4 hour OSE and a FG-1240B (FC-10-01240-254-02-12)
   Individual pricing is available via the Fortinet Pricelist Tab (P-RMA).
2. Service package including Technical Support 24x7, FortiGuard Services combined with a PRMA Service:
   Example: 4 hour OSE and a FG-1240B (FC-10-01240-264-02-12)
   Individual pricing is available via the Fortinet Pricelist Tab (P-RMA Bundle Contract).

It should be noted that it is not possible:

- To purchase the above Premium RMA service contracts in combination with a FortiGate Hardware Bundle, as the hardware bundle contains embedded Technical Support & FortiGuard services. If you require Premium RMA services in combination with a hardware bundle you should contact your Sales channel for assistance.
- To upgrade the service level of an existing appliance to a Premium RMA service if the hardware is in the end of life phase.

Service Scope

A PRMA contract is required for each Fortinet product for which the service is required, so for example;

- If you have a FG-3140 with modules installed you need to purchase a PRMA contract for the FG-3140 and each of the modules for which the service level is required.
- If you have a FG-5140 chassis you will need to purchase a PRMA contract to cover the chassis.

Service Setup Phase

The Service includes a setup phase during which the Customer's address details are verified to assure the capability to provide the replacement within the service level purchased. This may involve provisioning of a local Parts Depot. The progression of the service activation is visible via the Support Portal and within 30 days or less the service will be operational.

Location Changes

It is possible to change the location of an appliance by contacting Customer Services, however, this is subject to service availability at the new address. A 30-day setup period may be applicable to a change of location.

Reference: 880113-1.15

25th February 2015

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