

TIPS VENDOR AGREEMENT

Between Technology for Education, LLC. and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8
for

RFP 190302 Technology Solutions Products and Services (3)

General Information

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Agreements

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

Tax exempt status

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

Assignments of Agreements

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

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

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 the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for an additional one (1) consecutive year if both parties agree. TIPS may or may not exercise the one year extension beyond the base one year term and whether or not to offer the extension is at the sole discretion of TIPS. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS

Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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

Shipments

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

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Non- JOC Vendor Agreement
Ver.09052018.rp

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer after receiving invoice or in compliance with applicable statute, whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

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

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

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

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

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

Site Requirements (only when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Marketing

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

Supplemental agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

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

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

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.

Project Delivery Order Procedures

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

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within 1 business day of the change by a letter on your letterhead from an authorized representative of the Vendor stating the non-compliance decision and the TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

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

Special Terms and Conditions

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

Name: Tammy Russo Date: 4/25/19

Signature: 

Page 11 of 11 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 190302 Technology Solutions Products and Services (3)

Company Name Technology for Education, LLC.
Address 658 Alliance Parkway
City Hewitt State TX Zip 76643
Phone (254) 741-2450 Fax (254) 299-1396
Email of Authorized Representative insidesales@tfeconnect.com
Name of Authorized Representative Tammy Russo
Title Support Squad Rep.
Signature of Authorized Representative *Tammy Russo*
Date 04/23/19
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fitts*
Date 6/6/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins	Contact
Phone	(903) 575-2689			Department Building
Fax		Department Building		Floor/Room
Bid Number	190302 Addendum 1	Floor/Room		Telephone
Title	Technology Solutions Products and Services (3)	Telephone	+1 (866) 839-8477	Fax
Bid Type	RFP	Fax	+1 (866) 839-8472	Email
Issue Date	3/7/2019 08:01 AM (CT)	Email	bids@tips-usa.com	
Close Date	5/7/2019 09:00:00 AM (CT)			

Supplier Information

Company Technology for Education
Address 658 Alliance Parkway

Hewitt, TX 76643
Contact Cassandra Counts
Department
Building
Floor/Room
Telephone (254) 741-2450
Fax (254) 299-1396
Email sales@tfeconnect.com
Submitted 5/3/2019 10:52:38 AM (CT)
Total \$0.00

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

Signature Tammy Russo

Email InsideSales@tfeconnect.com

Supplier Notes

Discounts - Please note discounts range from 5%-40% depending on manufacturer / vendor. Please contact TFE if you need additional information.

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	YES
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	No
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	Texas
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.)	TFE is a technology integrator providing solutions from the closet to the cloud. Our diverse portfolio includes structured cabling, network infrastructure (including route, wireless & UC), data center, AV and physically security including both video surveillance and access control. We are a cultured organization headquartered in Waco with additional offices in Dallas, Austin and San Marcos.
6	Primary Contact Name	Primary Contact Name	Cassandra Counts
7	Primary Contact Title	Primary Contact Title	Sales Oracle
8	Primary Contact Email	Primary Contact Email	Cassandra.Counts@tfeconnect.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 741-2462
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 299-1396
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
12	Secondary Contact Name	Secondary Contact Name	Tammy Russo
13	Secondary Contact Title	Secondary Contact Title	Support Squad Rep.
14	Secondary Contact Email	Secondary Contact Email	Insidesales@tfeconnect.com

15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 741-2450
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 299-1396
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	N/A
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Kelli Drake
19	Admin Fee Contact Email	Admin Fee Contact Email	Kelli.Drake@tfeconnect.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 741-2706
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Cassandra Counts
22	Purchase Order Contact Email	Purchase Order Contact Email	PO@tfeconnect.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	(254) 741-2462
24	Company Website	Company Website (Format - www.company.com)	www.tfeconnect.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	74-2879405
26	Primary Address	Primary Address	658 Alliance Parkway
27	Primary Address City	Primary Address City	Hewitt
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	76643
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.)	Access Control Avidia Axis iCLASS Cards / Readers iCLASS SE Cards / Readers iCLASS SEOS Cards / Readers Life Safety Power - Enclosures Mercury Hardware Mobile Access Admin Card Mobile Access Cards MultiCLASS Cards / Readers Panasonic Proximity Cards / Readers RS2 Salient UHF Access Proximity Readers Video Insight

31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p>	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Hewitt
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Texas
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.</p> <p>What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.</p>	5%
36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	21

40	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
43	NON-COLLUSIVE BIDDING CERTIFICATE	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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:</p> <p>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;</p> <p>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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	<p>Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on our website at:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>	Yes
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	Yes
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes

- 47 Regulatory Standing Regulatory Standing explanation of no answer on previous question. N/A
- 48 Antitrust Certification Statements (Tex. Government Code § 2155.005) By submission of this bid or proposal, the Bidder certifies that:
I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification: By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above. Yes
and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive
Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

51 Non-Discrimination Statement and Certification	<p>In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.</p> <p>Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.</p> <p>To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.</p> <p>VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.</p> <p>Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.</p>	Yes
52 2 CFR PART 200 Contract Provisions Explanation	<p>Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.</p> <p>The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.</p> <p>In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the</p>	(No Response Required)

non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

53 2 CFR PART 200 Contracts

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

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

Does vendor agree?

54 2 CFR PART 200 Termination

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

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

Does vendor agree?

55 2 CFR PART 200 Clean Air Act

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

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

Does vendor agree?

- | | | | |
|------|---|---|-----|
| 56 | 2 CFR PART 200 Byrd Anti-Lobbying Amendment | <p>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.</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.</p> <p>Does vendor agree?</p> | Yes |
|
 | | | |
| 57 | 2 CFR PART 200 Federal Rule | <p>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)</p> <p>Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p> | Yes |
|
 | | | |
| 58 | 2 CFR PART 200 Procurement of Recovered Materials | <p>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.</p> | Yes |

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

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE NOT Lobbied per above

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

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

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

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

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

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

(No Response Required)

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

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? NO

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

62 ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?	<p>ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	YES
63 Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws</p>	Yes

of State of Texas."

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

64 Remedies

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

Yes, I Agree

Do you agree to these terms?

65 Remedies Explanation of No Answer

N/A

66 Choice of Law

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

Yes

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

67	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		N/A
70	Contract Governance	<p>Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.</p>	Yes

71 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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

Funding Out Clause:

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

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

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

Do you agree to these terms?

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

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

If the vendor has staff that meet both of these criterion: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474. form in the next attribute to complete entitled: Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. certify that: (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided. (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

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

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

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

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	N/A
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	N/A

81	<p>Felony Conviction Notice</p> <p>Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.</p> <p>Select A., B. or C.</p> <p>A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.</p> <p>OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR</p> <p>C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.</p>	B. Firm not owned nor operated by felon; per above
82	<p>If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.</p> <p>If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.</p> <ol style="list-style-type: none"> 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s). 	N/A
83	<p>Long Term Cost Evaluation Criterion # 4.</p> <p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally. Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.</p>	increases will be 5% or less annually per question

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

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

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Clifton ISD	Barbi Ernst	barbi.ernst@cliftonisd.org	(254) 675-1861
Corsicana ISD	Austin Contreras	acontreras@cisd.org	(903) 874-7441
Denton ISD	Ried Martin	rmartin@dentonisd.org	(940) 369-0123
Ennis ISD	Dusty Mach	dusty.mach@Ennis.K12.TX.US	(972) 872-7046
Lewisville ISD	Philip Talbert	talbertpd@lisd.net	(972) 350-1805

Required Confidential Information Status Form

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

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

Technology for Education, LLC.

Name of company

Tammy Russo - Support Squad Rep.

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

658 Alliance Parkway Hewitt TX 76643 (254)741-2450

Address

City

State

ZIP

Phone

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

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

Signature _____

Date

04/25/19

OR -----

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

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

Signature



Date

04/25/19



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742879405500
File/Vendor Number:	075273
Approval Date:	31-OCT-2018
Scheduled Expiration Date:	31-OCT-2022

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

TECHNOLOGY FOR EDUCATION, L.L.C.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 02-NOV-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Technology for Education, LLC DBA TFE; TFE Connect

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).

This certification affirms the business is woman-owned, operated and controlled; and is valid through the date herein.

WBENC National WBE Certification was processed and validated by
Women's Business Council - Southwest, a WBENC Regional Partner Organization.

Certification Granted: March 27, 2015

Expiration Date: March 27, 2020

WBENC National Certification Number: 2005126499

Authorized by Debbie Hurst, President
Women's Business Council - Southwest



WOMEN'S
BUSINESS
COUNCIL
—
SOUTHWEST

NAICS: 238210, 811213

UNSPSC: 43201602, 43211500, 43211600, 43221500, 43221700, 43222500, 43222600, 43223300





March 15, 2019

To whom it may concern,

This letter is to verify that TFE with its headquarters located at 658 Alliance Parkway, Hewitt, TX 76643 is currently a Salient Certified Reseller in good standing. As such, TFE has Salient trained and certified technicians and sales support resources on staff, and it is Salient's understanding that TFE is committed to maintaining this status in an ongoing manner. Furthermore, Salient is committed to providing manufacturer support through TFE as long as they maintain their status as a Salient Certified Reseller.

For additional information or if you have any further questions in regard to this, please feel free to contact me directly at Salient Systems Corporation.

Sincerely,

Chris Meiter
President



SALIENT

Certificate of Training

CompleteView Video Essentials (Extended)

Version 4 Training

ESA CEU Course Number: 16-4758

ESA Credits Earned: 1.3

This is to certify that

Josh Counts

successfully completed the above course.



Chris Meiter
President

Mark Call
Training Manager

Date Expires: 11/8/2019
Certified on Version 4



March 5, 2019

Technology for Education TFE
658 Alliance Parkway
Hewitt, TX 76643

To Whom It May Concern:

Please allow this letter to confirm that **Technology for Education TFE** with Headquarters in **Hewitt, TX** is currently a member of the Axis Channel Partner Program and a **Solution Gold** partner in good standing with Axis. **Technology for Education TFE** currently has three (3) Axis Certified Professionals on staff. Axis Communications Inc. certifies **Technology for Education TFE** to resell Axis Communications products and solutions.

If you have any questions or need further information, please contact Axis sales at (800) 444-2947 Option 1 or email me at erin@axis.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Erin Fitzgerald", with a stylized flourish at the end.

Erin Fitzgerald
Senior Channel Coordinator, Partner Programs & Sales Systems
Axis Communications, Inc.

Axis Certified Professional.



This verifies that

Josh Counts

Name

2018-02-26

On this date

Has successfully completed Axis Network Video Exam and thereby meets the exacting standards to be qualified as an Axis Certified Professional in network video. The certification is valid for 36 months.

Serial number: 330618925

Lars Åberg
Vice President Marketing
Axis Communications



3 YEAR LIMITED PRODUCT WARRANTY

Warranty Coverage

Axis warrants the original purchaser (the distributor) that the **Axis Product** will be free from defects in design, workmanship and materials under substantiated normal use for a period of three (3) years from the date of the original purchase ("Warranty Period"). This Warranty also applies for accessories such as stands and midspan/splitter, if included with the Axis Product on the date of the original purchase.

The original purchaser shall without undue delay notify Axis of any defect which appears in the Axis Product in accordance with Axis' RMA handling, and failure to do so shall mean that the original purchaser loses the right to have the defect remedied. A valid form of a bill of sale or receipt, substantiating the purchase and the date thereof, must be presented for Axis within the Warranty Period to obtain warranty service. The sole remedy of the original purchaser and Axis' sole and exclusive liability shall be limited to, at Axis' sole discretion, either repair of the Axis Product using new or refurbished replacement parts, or replacement of the product. Repaired products or replacement products will be warranted under the terms set forth herein for the remainder of the original Warranty Period or ninety (90) days, whichever is longer. When a product or part is replaced, all products or parts thereof that are replaced shall become the property of Axis. This Warranty is applicable in all countries and may be enforced by contacting Axis Support. For more information please visit our web site www.axis.com/support.

Exclusions and Limitations

This Warranty is contingent upon proper warehousing, shipment and substantiated normal use of the Axis Products, and does specifically not apply if the product has had the model or serial number altered, defaced or removed, or to defects attributable to (i) modifications to or alterations of the products by any party other than Axis, (ii) faulty maintenance, incorrect installation or faulty repair by any party other than Axis, (iii) use of the products for a purpose for which they were not designed or intended, (iv) normal wear and tear or deterioration, or (v) misuse, abuse, negligence or accidents.

The Warranty does not apply to Axis Products that have been purchased "as is" or where Axis, the seller or the liquidator expressly has disclaimed their warranty obligation pertaining to the product. Furthermore, the Warranty only applies to Axis Products purchased from an authorized distributor/reseller.

THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY APPLICABLE BETWEEN THE ORIGINAL PURCHASER AND AXIS WITH RESPECT TO THE AXIS PRODUCTS AND NO OTHER WARRANTIES OF ANY KIND SHALL APPLY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AXIS DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH ABOVE, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES AS SET FORTH HEREIN. IF LAWS UNDER SUCH JURISDICTIONS APPLY, THEN ALL EXPRESS AND IMPLIED WARRANTIES ARE LIMITED TO THE WARRANTY PERIOD IDENTIFIED ABOVE, AND OTHERWISE TO THE MAXIMUM EXTENT PERMITTED BY LAW. EXCEPT AS PROVIDED IN THIS WRITTEN WARRANTY OR TO THE MINIMUM EXTENT REQUIRED BY MANDATORY LAW, NEITHER AXIS NOR ANY OF ITS AFFILIATES SHALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR INDIRECT LOSSES OR DAMAGES INCLUDING LOSS OF DATA, LOSS OF PROFIT, REVENUE OR PRODUCTION, INTEREST ON INVESTMENTS, LOSS OF GOODWILL, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS OR CLAIMS OF CUSTOMERS REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. AXIS' TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS UNDER THIS WARRANTY SHALL BE LIMITED TO AND IN NO CASE EXCEED THE PRICE PAID FOR THE PRODUCT. THESE LIMITATIONS ON POTENTIAL LIABILITIES HAVE BEEN AN ESSENTIAL CONDITION IN SETTING THE PRODUCT PRICE.

Applicable Law

- This Warranty is governed by and construed under the laws of Sweden.
- This Warranty may be subject to Axis' change at any time without prior notice.



18300 Sutter Blvd., Morgan Hill, CA. 95037
+1 (408) 825-1100 Main, +1 (408) 782-7402 Fax

Limited Warranty
Abbreviated Version 2

Limited Warranty

These General Terms and Conditions ("Agreement") are applicable to your purchase of AWID's product (the "Product") and/or services ("Services") and support ("Support") provided to you by AWID. By accepting delivery of the Product and/or Services and Support, you accept and are bound to the Terms and Conditions of this Agreement.

AWID warrants each Product listed below to be free from defects in materials and assembly in the course of normal use, having been installed and used in accordance with AWID instructions and have not been abused, modified or tampered with. Defective Product which is under warranty must be returned to AWID in the manner described in Section III(B) of the AWID unabridged Worldwide Sales Policy in order for the Product to be repaired or replaced, or credit given to Customer, as provided in Section II(B) of the unabridged AWID Worldwide Sales Policy. The warranty period commences with the date of shipment to the original Customer and extends for the warranty period indicated in Exhibit A.

Return Policy

AWID may give Customer, at AWID's sole discretion, a credit equal to the purchase price, minus a twenty percent (20%) restocking charge, for all AWID approved returns of unused Standard Products. Standard Products may only be returned for credit within one (1) year from the purchase date from AWID. The Standard Product must be new and in complete original factory packaging. Credit will not be issued for damaged, shop worn or previously installed Standard Products, or for Standard Products which have missing parts or which have defaced or damaged packaging. Freight to AWID's facility will be at Customer's expense. Prox™ Credentials Programmed can not be reprogrammed. **No Custom Products (including, without limitation, custom cards, tags, keys, and transponders) can be returned to AWID for credit for any reason other than for a warranted Product defect.**

Warranty Exclusions

Ancillary equipment not furnished by AWID which is attached to or used in conjunction with a Product.

A product which is used with any ancillary equipment that is not furnished by AWID.

Cards/credentials which are processed or modified by third parties after sale by AWID.

Damage resulting from Customer's improper testing, tampering, operation, installation, maintenance, modification, alteration, or adjustment.

Defects or damage from misuse, accident or neglect.

Defects or damage resulting from use of the Product in other than its normal and customary manner.

Defects or damage due to lightning or other electrical discharge.

Defects or damage due to continuous or excessive bending of cards/credentials.

Product that is disassembled or repaired or tampered with in such a manner as to adversely affect performance or prevent adequate inspection and testing to verify any warranty claim.

RFID READERS

Base No.	Product Family	Warranty Std. Product	Warranty Custom
SR-2400	Special Range Reader	Lifetime*	1 year
SP-6820	Sentinel-Prox Reader	Lifetime*	1 year
KP-6840	Key Pad Reader	Lifetime*	1 year
MM-6800	Mullion Mount Reader	Lifetime*	1 year
MR-1824	Medium Range Reader	Lifetime*	1 year
LR-911/2000	Long Range	2 Years	1 year
MPR-1510	Multi-Protocol RFID	1 year	6 months
MPR-3014	Multi-Protocol RFID	1 year	6 months
MPR-2010	Multi-Protocol RFID	1 year	6 months
MPR-1710	Multi-Protocol RFID	1 year	6 months
MPR-1712	Multi-Protocol RFID	1 year	6 months
UA-612	UHF Reader, companion to LR-2000	1 year	n/a

CREDENTIALS

Base No.	Product Family	Warranty Std. Product	Warranty Custom
CS	ClamShell	Lifetime*	90 days
GR	Graphic Card	Lifetime*	90 days
GRMAG	Graphic Magnetic	Lifetime*	90 days
PW	Prox-Wafer	Lifetime*	90 days
MT, WS	LR-911	2 years*	90 days
KT	Key Tag	Lifetime*	90 days
HT,MT,VT,RV,GR,CS,WS	LR-2000	2 years*	90 days

THIS WARRANTY SETS FORTH THE FULL EXTENT OF AWID'S WARRANTY RESPONSIBILITY. REPAIR, REPLACEMENT, OR CREDIT IN THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE APPLICABLE DEFECTIVE PRODUCT, AT AWID'S SOLE DISCRETION AS INDICATED ABOVE, IS THE EXCLUSIVE REMEDY. THIS WARRANTY IS PROVIDED IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE SPECIFICALLY EXCLUDED. IN NO EVENT WILL AWID BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE INSTALLATION, USE, OR INABILITY TO USE SUCH PRODUCT, TO THE FULLEST EXTENT THAT ANY SUCH LOSS OR DAMAGE MAY BE DISCLAIMED BY LAW. AWID WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OR LOSS RESULTING FROM THE OPERATION OR PERFORMANCE OF ANY THIRD PARTY PRODUCT OR ANY SYSTEMS IN WHICH AN AWID PRODUCT IS INCORPORATED.

If you have any questions concerning this warranty statement, please refer to the unabridged AWID Worldwide Sales Policy at www.awid.com or call 1-408-825-1100 for a copy.



Hardware Warranty Statement

Salient Systems Corporation ("Salient") hereinafter referred to as "Company" warrants this Video Management System, hereinafter referred to as the "Product", excluding items such as software, installation media, and related documentation, will be free from defects in material/workmanship for a period of three years from the date of invoice. Any terms printed on the invoice supersede terms in this document.

WHO IS COVERED:

This product warranty is issued to the original purchaser or the person receiving the product as a gift against defects in materials and workmanship as based on the date of the original invoice ("Warranty Period") from an authorized reseller. The original sales receipt showing the product name and the invoice date from an authorized reseller is considered such proof. This warranty is not transferable. Title to products passes from Salient to you upon shipment.

WHAT IS COVERED:

This warranty covers new products if a defect in material or workmanship occurs and a valid claim is received within the Warranty Period. At its option the company will either (1) repair the product at no charge, using new or refurbished replacement parts, or (2) exchange the product with a new or refurbished product at Salient's option. To obtain warranty service, the system or components must be brought to Salient or shipped prepaid.

The system warranty period is not extended as a result of purchasing any additional products from us or upgrading your computer system. Newly purchased components may have longer warranties individually. Replacement parts are warranted for the remainder of the original warranty or thirty days, whichever is longer.

The customer is allowed to open and examine the computer system without voiding the warranty on the system in its original configuration. Salient does not warrant customer installed items under the system warranty. If the installed items were purchased from Salient, they may be warranted individually. This warranty does not cover labor or materials needed to diagnose, repair or configure any item that was not part of the original system purchase.

WHO TO CONTACT: For assistance on any warranty related item, please call the general phone line at 512-617-4800.

WHAT IS NOT COVERED:

Damage during shipment other than original shipment to purchaser;
Damage caused by impact with other objects, dropping, falls, spilled liquids, or immersion in liquids;
Damage caused by a disaster such as fire, flood, wind, earthquake, or lightning;
Defects caused by failure to provide a suitable installation environment for the hardware system;
Damage from improper maintenance;
Damage caused by any other abuse, misuse, mishandling, or misapplication;
Damage caused by any Customer installed components, peripherals or other hardware not listed on the original invoice.

Salient's liability for failure to repair the hardware system to conform to the warranty after a reasonable number of attempts will be limited to a replacement of the hardware system or, at Salient's option, a refund not to exceed the current purchase price of the Product. These remedies are the Purchaser's exclusive remedies for breach of warranty.

Under no circumstances shall Salient be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of revenue, loss of the use of the hardware system or any associated equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser's time, claims of third parties, and injury to property.

Disclaimer of Warranties: The warranty stated above is the only warranty applicable to this product. All other warranties express or implied (including all implied warranties of merchantability or fitness for a particular purpose), are hereby disclaimed. No oral or written information or advice given by Salient, its agents or employees shall create a warranty or in any way increase the scope of this warranty.



Standard Limited Software Warranty

Salient Systems, Corp. ("Salient") warrants to the Customer that commencing from the date of delivery to the Customer (but in the case of resale by an authorized Salient reseller commencing not more than ninety (90) days after the original shipment by Salient) and continuing for a period of ninety (90) days: (i) the media and license key dongle on which the Salient Software is furnished to be free of defects and workmanship under normal usage and service and (ii) the software portion of the product ("Software") will substantially conform to Salient's then current functional specifications for the Software, as set forth in the applicable documentation, provided that the Software is properly installed on approved hardware and operated as contemplated in its documentation

This limited warranty covers only the original Licensee of the Software. Salient's and its supplier's sole obligation and Customer's sole remedy for any failure of the Software is limited to the repair or replacement of the Software at Salient's discretion. Salient's and its supplier's liabilities is limited to the amount paid for the Software. Salient and its suppliers shall not be liable for indirect, special, consequential or liquidated damages or penalties, including claims for lost revenues, profits or business opportunities, even if Salient had or should have had any knowledge, actual or constructive, of the possibility of such damages.

Salient does not warrant that the Software is error free or that Customer will be able to use the Software without problems or interruptions. Salient does not warrant that the Software and any Equipment on which the Software is used will be free from vulnerability to attack on the network, including viruses and other techniques for attacking networks.

This warranty shall be void if Customer fails to use or maintain the Software in accordance with Salient's specifications or instructions, or if the Software or any part thereof has been subject to any unauthorized modifications, improper operation, user negligence, service by unauthorized person, company or association, use with any unauthorized attachment, device or feature, accident neglect, misuse, tampering, acts of God, or any event other than ordinary use.

Export Law Regulations

You agree that you will not export, either directly or indirectly, any Salient Product, material or data provided in the course of receiving Extended Limited Software Warranty services without first obtaining any required license or other approval from the U.S. Department of Commerce or any other agency or department of the United States Government. In the event that You export any Salient Product from the United States, or re-export it from a foreign destination. You agree to ensure that the distribution and export/re-export or import of the Salient Product is in compliance with all laws, regulation, orders, or other restrictions of the U.S. Export Administration Regulations and the appropriate foreign government. You agree that neither You nor any of Your subsidiaries will export/re-export any Salient Product, Material or data provided in the course of receiving Extended Limited Software Warranty, directly or indirectly, to any country for which the United States Government or any agency thereof or the foreign government from where it is shipping requires an export license, or other governmental approval, without first obtaining such license or approval.

Disclaimer of Warranties: The warranty stated above is the only warranty applicable to this product. All other warranties express or implied (including all implied warranties of merchantability or fitness for a particular purpose), are hereby disclaimed. No oral or written information or advice given by Salient, its agents or employees shall create a warranty or in any way increase the scope of this warranty.

Warranty Policy

1 Duration of Warranty

The duration of the warranty will vary by manufacturer and/or parts. See Table A for additional information.

2 Terms of the Warranty

RS2 Technologies warrants, to the original purchaser, that RS2 Products, excluding software and documentation, will be free from defects in materials and/or workmanship. The terms vary by manufacturer and/or part. See Table A for additional information.

- I. The warranty covers normal use only. Any use that deviates from normal use, as outlined by the manufacturer, will be subject to voiding the warranty agreement.
- II. The product must be within the warranty as outlined by RS2 Technologies or the manufacturer. The warranty period begins on the date of delivery.
- III. The limited parts warranty period may vary by manufacturer and/or product. The manufacturer reserves the right to change the warranty policy. See manufacturer policies for specific warranty policy details.
- IV. The unit(s) must be installed in accordance with the manufacturer's instructions and compliance of local code. Any misuse of the product may void the warranty.

3 Products Covered

Table A	
RS2 Technologies	
I.	Software is excluded from warranty
II.	Defects in software media is covered for ninety (90) days
III.	Software dongles have a lifetime warranty against malfunction or defects. This excludes soft dongles that become invalid due to the serial number of the hard drive or MAC address of the primary NIC card changing. In the event a soft dongle should need replacing for a malfunction or defect, an advanced replacement will be issued upon receipt of a consignment purchase order from the dealer
IV.	Enclosures and components – One (1) year against malfunction or defect
Mercury	
Mercury hardware purchased after 01.01.2015 provides a 3 year limited warranty against malfunction or defect.	

RS2 Technologies



Allegion https://kc.allegion.com/kb/user-question/warranty-information-on-allegion-products/
ASSA ABLOY http://www.assalock.com/en/site/assalock/resources/bank-och-finans/
AWID http://awid.com/index.php?option=com_content&view=article&id=126%3Arma-overview&catid=71%3Arma&Itemid=1
Bioconnect/Entertech/Suprema Warranty policies vary by product. Contact Bioconnect for further information on manufacturer warranty policy.
Bruder Enclosures and components – One (1) year against malfunction or defect
HID https://www.hidglobal.com/warranty-policy
Inovonics http://www.inovonics.com/support/returns-warranty/
Morpho/Bioscrypt The Hardware Limited Warranty extends for one (1) year from the date of Customer's purchase transaction. The Software Limited Warranty extends for ninety (90) days from the date of Customer's purchase transaction.
SALTO Systems http://www.saltosystems.com/assets/en-sc/uploads/General-Terms-and-Conditions-of-Sale-ENG.pdf

*All warranty information is subject to change by the manufacturer. Please see individual manufacturer policy.

4 Warranty Exclusions

The limited warranty covers normal use of the product and does not cover the following:

- I. Damage caused by failure to provide a suitable installation environment
- II. Damage during shipping other than the original shipment of product to purchaser
- III. Damage caused by impact with other objects, dropping, falls, or spilled liquids
- IV. Damage caused by disaster such as fire, flood, wind, earthquake, or lightning
- V. Damage caused by unauthorized attachments, alterations, modifications, or foreign objects
- VI. Damage caused by improper maintenance
- VII. Damage caused by installing or operating the product in a manner contrary to manufacturer installation and operation guidelines
- VIII. Damage caused by improper voltage or wiring
- IX. Damage caused by any other abuse, misuse, mishandling, or misapplication
- X. Products purchased from third party vendors

5 Warranty Process

All warranty claims must be generated through rs2tech.com. Warranty claims require the user to login using their dealer credentials to access the dealer area:

<https://rs2tech.com/RS2WebApp/Dealer/DealerWelcome.aspx>

Within the Dealer Area select RMA Management. On the RMA page select Request RMA. On the Request RMA fill out the details of the product and RMA request. Each product will need an individual RMA request completed.



Executive Overview

Response to RFP

Technology for Education (TFE) appreciates the opportunity to respond to The Interlocal Purchasing System (TIPS) for Technology Solutions Products and Services (3) catalog bid. In this response you will find all requirements are met and addressed for past relationship with TIPS, goods and services, experience, and residency.

Why Partner With TFE

TFE is a **Historically Underutilized Business** (HUB Vendor ID# 75273) and Certified **Women's Business Enterprise** (WBE# 2005126499).

"People providing technology" – this was the idea in 1998 when TFE was founded. TFE believes that all organizations, no matter the size or type, need technology to exist. TFE continues to invest in its culture, develop its expertise, and embrace change. The belief of TFE is to "connect" – engage people, empower beliefs, and be relevant.

TFE was founded by Teri Anderson as Technology for Education with one customer segment focus: public sector – primarily K-12. Having opened the doors with just a couple of customers such as Whitney ISD and Ennis ISD, TFE began growing its business in Central Texas. Since inception, TFE focused on structured cabling and computer networking while looking for market inflections and business changing technologies for K-12. Today, still 95% of TFE revenue comes from K-12, higher education, and local government. TFE has under 500 employees within all regions in Texas.

Over the past 21 years, TFE has helped drive K-12 technology initiatives such as student safety (unified communications, public address, mass notifications, video surveillance, and access control) and student achievement (audio/visual, interactive instruction, student response, and laptop and wireless initiatives). All these initiatives tie back to TFE's original focus: the network. The network is the platform for the technologies that affect change in public education.

Experience and Quality of Our Goods and Services

TFE was founded as a structured cabling and networking company. As industry inflections grew the role of the network, TFE expanded its business to include four core competencies that leverage structured cabling and network: Data Center, IP Communications, Audio | Visual, and Physical Security. Few companies have the depth of products and services that TFE offers, resulting in a more tightly integrated solution.

With TFE's core market segment being education for the past 21 years, we understand the processes and requirements that are driven by State Regulation as well as standard business practices defined at a local level. This in-depth familiarity makes us a beneficial partner simply because of the knowledge that comes with experience in understanding your business and your stakeholders.

Past Relationship with The Interlocal Purchasing System (TIPS)

TFE has held a contract with TIPS/TAPS in the past - Contract# 1012612. TFE has a multitude of opportunities ranging from the following solutions: Physical Security, Structured Cabling, Audio-Visual, Outsourcing, IPC, Transactional (Box Order) and many more technology verticals (please see our attached service flyer). TFE has cooperative contracts with BuyBoard and DIR. Please see our DIR contracts by visiting, Texas Department of Information Resources web address: <https://dir.texas.gov/View-Search/Contracts.aspx?keyword=TFE>.

TFE values the magnitude of high-quality workmanship throughout our technical expertise. TFE has also remained successful for 21 years because we work hard to do 'whatever it takes' to resolve issues and make things right.

TFE Locations

Waco Office (254) 741-2450 - 658 Alliance Parkway Hewitt, TX 76643
DFW Office (214) 308-9800 - 5908 Stone Creek Drive, Bldg. 3, Ste 100, The Colony, TX 75056
Georgetown Office (512) 819-6900 - 2 Sierra Way, Ste 105, Georgetown, TX 78626
New Braunfels Office (512) 819-6900 - 2090 IH-35N, Ste 4110, New Braunfels, TX 78130

Summary

There are many competent organizations to choose from, however TFE believes that its culture, ease of doing business, and work ethic is what makes a successful partner. As your partner, TFE will work harder than anyone else to ensure a Successful outcome!

