

TIPS VENDOR AGREEMENT

TIPS RFP 240101 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Progsit LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN

WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General

within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

- 19. Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.
- 20. Circumvention of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.
- 21. State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
- 22. Termination.**
- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
 - B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
 - D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said 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 Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

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

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and 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.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. 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 TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (when applicable to TIPS Sale).**

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

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. 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, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.



Date: 01/30/2024

Betty Grullon
President
Progsit LLC

TIPS VENDOR AGREEMENT SIGNATURE

FORM TIPS RFP 240101 Technology Solutions, Products, and Services

Vendor Name: Progsit LLC

Vendor Address: 45 Medford Rd

City: Dumont State: NJ Zip Code: 07628

Vendor Authorized Signatory Name: Betty Grullon

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 973-234-7504

Vendor Authorized Signatory Email: bettygrullon@progsit.com

Vendor Authorized Signature:  Date: 02/14/2024

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 5/14/2024



240101
Progsit LLC
Supplier Response

Event Information

Number: 240101
Title: Technology Solutions, Products, and Services
Type: Request for Proposal
Issue Date: 1/4/2024
Deadline: 2/16/2024 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION.

IF YOU HOLD AN EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CATEGORY WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

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

Progsit LLC Information

Contact: Betty Grullon
Address: 45 Medford Rd
Dumont, NJ 07628
Phone: (973) 234-7504
Email: bettygrullon@progsit.com
Web Address: <https://www.progsit.com>

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

Betty Grullon
Signature

bettygrullon@progsit.com
Email

Submitted at 2/15/2024 08:45:59 PM (CT)

Requested Attachments

Alternate or Supplemental Pricing Documents

No response

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Logo (Supplemental Vendor Information Only)

240101_Supplemental_Progsit
Logo_ClearBkg.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, "2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Required Confidentiality Claim Form

240101 Required Confidentiality
Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Vendor Agreement

240101 Vendor
Agreement_Progsit.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled "Conflict of Interest Questionnaire Requirement" immediately followed by an Attribute entitled "Conflict of Interest Questionnaire Requirement – Form CIQ – Continued." Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Current Form W-9

240101_W-9 Form- PRINTED - Progsit.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement Signature Form

240101 Vendor Agreement Signature Form_Progsit.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Certificates & Licenses (Supplemental Vendor Information Only)

240101_Official EDWOSB Certification Approval Letter - CVE_Progsit.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Pricing Form 1

240101 Pricing Form 1.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Reference Form

240101 Reference Form_Complete_Progsit.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Pricing Form 2

240101 Pricing Form 2_Progsit.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor's Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

240101_Supplemental_RFI_Capabilities_Overview_Progsit.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

240101_MWBE_NJ_Certificate_2023_Progsit.pdf

MWBE NJ_Certificate_2023_Progsit

240101_Supplemental_Capability_Statement_2023_Progsit.pdf

Progsit Capability Statement

240101_Supplemental_Progsit_Logo_WhiteBkg.png

Additional logo with white background

Bid Attributes

1	Disadvantaged/Minority/Women Business & Federal HUBZone Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="YES"/>
2	Historically Underutilized Business (HUB) Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor? If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location. <input type="text" value="No"/>
3	National Coverage Can the Vendor provide its proposed goods and services to all 50 US States? <input type="text" value="Yes - All 50 States"/>
4	States Served If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings. <input type="text" value="No response"/>
5	Description of Vendor Entity and Vendor's Goods & Services If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. <input type="text" value="Progsit, LLC, is a Software and Engineering Services company that provides support to the Government and Private Sector. We provide custom software and engineering lifecycle solutions, cybersecurity, e-learning platform (LMS), and administrative assistant support to help achieve your goals and offer an easy-to-use solution. Our team has experience implementing robust IT staffing, project management, and digital transformation programs across various industries. We offer an e-learning platform (LMS) and operate as a hub attracting and hosting subcontractors' content and solutions. Together, we drive transformation through custom educational content development, training, coaching, mentorship, meeting facilitation, and more via our extensive network of experts."/>
6	Primary Contact Name Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Betty Grullon"/>
7	Primary Contact Title Primary Contact Title <input type="text" value="President"/>

8	<p>Primary Contact Email</p> <p>Please enter a valid email address that will definitely reach the Primary Contact.</p> <input type="text" value="bettygrullon@progsit.com"/>
9	<p>Primary Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="9732347504"/>
10	<p>Primary Contact Fax</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>
11	<p>Primary Contact Mobile</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="9732347504"/>
12	<p>Secondary Contact Name</p> <p>Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.</p> <input type="text" value="Anny Pena"/>
13	<p>Secondary Contact Title</p> <p>Secondary Contact Title</p> <input type="text" value="CEO"/>
14	<p>Secondary Contact Email</p> <p>Please enter a valid email address that will definitely reach the Secondary Contact.</p> <input type="text" value="annypena@progsit.com"/>
15	<p>Secondary Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <p>Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.</p> <input type="text" value="9732347504"/>
16	<p>Secondary Contact Fax</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input type="text" value="No response"/>

17	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="No response"/>
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18	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Betty Grullon"/>
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19	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="bettygrullon@progsit.com"/>
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20	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="9732347504"/>
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21	Purchase Order and Sales Contact Name Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract. <input type="text" value="Betty Grullon"/>
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22	Purchase Order and Sales Contact Email Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact. <input type="text" value="bettygrullon@progsit.com"/>
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23	Purchase Order and Sales Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="9732347504"/>
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24	Company Website Company Website (Format - www.company.com) <input type="text" value="https://www.progsit.com"/>
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25	Entity D/B/A's and Assumed Names You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9. In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award. <input type="text" value="No response"/>
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26	Primary Address Primary Address <input type="text" value="45 Medford Rd"/>
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2 7	Primary Address City
	Primary Address City <input type="text" value="Dumont"/>

2 8	Primary Address State
	Primary Address State (2 Digit Abbreviation) <input type="text" value="NJ"/>

2 9	Primary Address Zip
	Primary Address Zip <input type="text" value="07628"/>

3 0	Search Words Identifying Vendor
	<p>Please list all search words and phrases to be included in the TIPS database related to your entity. Do not list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.</p> <div style="border: 1px solid black; padding: 5px;"><p>Cloud-Based Technology Services, Computer-Based Educational Systems, Training, DATA BACKUP DISASTER RECOVERY, DATA AND SYSTEM SECURITY SERVICES OR EQUIPMENT, DISTANCE LEARNING SERVICES AND HARDWARE, ELECTRONIC AND ONLINE TICKETING SYSTEMS, INTERNET & NETWORK SECURITY, MANAGEMENT SOFTWARE AND SERVICES, NOTIFICATION SOFTWARE, NOTIFICATION SYSTEMS, SOFTWARE AS A SERVICE– ALL TYPES, SOFTWARE – ALL TYPES, TECHNOLOGY CONSULTING SERVICES, TECHNOLOGY FOR TRANSPORTATION EQUIPMENT</p></div>

3 1	Certification of Vendor Residency (Required by the State of Texas)
	<p>Does Vendor's parent company or majority owner:</p> <p>(A) have its principal place of business in Texas; or (B) employ at least 500 persons in Texas?</p> <p>Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.</p> <input type="text" value="No"/>

3 2	Vendor's Principal Place of Business (City)
	In what city is Vendor's principal place of business located? <input type="text" value="Dumont"/>

3 3	Vendor's Principal Place of Business (State)
	In what state is Vendor's principal place of business located? <input type="text" value="New Jersey"/>

3 4	Vendor's Years in Business
	How many years has the business submitting this proposal been operating in its current capacity and field of work? <input type="text" value="5"/>

3
5 **Certification Regarding Entire TIPS Agreement**

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes, Vendor agrees

3
6 **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

5%

37 Honoring Vendor's Minimum Percentage Discount

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

38 Volume and Additional Discounts

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

39 "Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

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

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

4 0 EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes, Vendor agrees

4 1 TIPS Sales Reporting Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

4 2 TIPS Administration Fee Requirement and Acknowledgment

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

4 **TIPS Member Access to Vendor Proposal & Documentation**

3 **This is a requirement of the TIPS Contract and is non-negotiable.**

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

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

5 **This is a requirement of the TIPS Contract and is non-negotiable.**

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6 **This is a requirement of the TIPS Contract and is non-negotiable.**

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and **if Vendor enters into a construction contract with a Texas TIPS Member** under this procurement, Vendor certifies compliance.

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Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

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Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify

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Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

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Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

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

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes, Vendor certifies

5 Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.”

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

Yes, Vendor certifies

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Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

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Felony Conviction Notice - Texas Education Code 44.034

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."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

- A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;
- B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;
- C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

N/A

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

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5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

No response

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6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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

6 **Suspension or Debarment Certification**

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Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

Yes, Vendor certifies

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

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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 pursuant to this law.

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.

Vendor certifies:

NONE (Section A): None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

Yes, I certify - NONE (Section A)

6 **Certification Regarding "Choice of Law" Terms with TIPS Members**

9 Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Venue" Terms with TIPS Members**

0 Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

7 **Certification Regarding "Automatic Renewal" Terms with TIPS Members**

1 Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

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4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

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2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

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2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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?

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2 CFR Part 200 or Federal Provision - Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve 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 reserve 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?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require 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?

Yes, Vendor agrees

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

Yes, Vendor agrees

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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

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

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

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

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

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

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

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2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

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2 CFR Part 200 or Federal Provision - Federal Rule

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

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

Does vendor certify compliance?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) 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; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does vendor certify that it is in compliance with these provisions?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Rights to Inventions

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

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

Does vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

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

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

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

Does Vendor Certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

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

Does vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

8 **2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance**

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

0 Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

1 **If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

Yes, Vendor certifies

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2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

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

If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

YES

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

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

(b) Affirmative steps must include:

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

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240101 Technology Solutions, Products, and Services	Progsit LLC
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.



You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC University	Director John Doe	jdoe@abcuniverisity.edu	800-111- 2222
Serco Inc (PRIME) USG Contractor	Program Manager, Michael Wong	michael.wong@serco-na.com	(973) 601-0133 ext 11
Serco Inc (PRIME) USG Contractor	Subcontract Administrator, Jollene Stephens	Jollene.Stephens@serco-na.com	(571) 733 -1028
ARMY CONTRACTING COMMAND - NJ	Contracts Specialist, Nicole Thalmann	nicole.l.thalmann.civ@army.mil	(973) 724-5366
Serco Inc (PRIME) USG Contractor	Subcontract Administrator, Liliana Viera	Liliana.Viera@serco-na.com	(571) 733 -1028
ARMY CONTRACTING COMMAND - NJ - Serco Prime Spider Project	Branch Chief, Rakesh Rana	rakesh.h.rana.civ@army.mil	(973) 7247-6470

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Progsit LLC

Vendor Authorized Signatory Name: Betty Grullon

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: bettygrullon@progsit.com

Vendor Address: 45 Medford Rd

City: Dumont State: NJ Zip Code: 07628

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: 

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.



U.S. Small Business
Administration

www.sba.gov/wosbready

Women Owned Small Business Federal Contracting Program | 409 Third St. SW | WDC 20416

3/17/2023

Anny Pena
PROGSIT LLC
208 WEST STATE STREET
TRENTON, NJ 08608

Dear Anny Pena:

Congratulations! Your firm has been certified as an Economically Disadvantaged Women-Owned Small Business (EDWOSB) by the U.S. Small Business Administration (SBA) for the Women-Owned Small Business Federal Contract Program (WOSB Program), as set forth in Title 13, Part 127 of the Code of Federal Regulations (CFR).

Your firm's WOSB Program anniversary date is **3/9/2024** to align with your Department of Veterans Affairs Center for Verification and Evaluation certification.

In order to maintain your certification, your firm is required to annually attest to meeting the WOSB Program requirements set forth in 13 CFR § 127. This annual attestation must be submitted within 30 days of the anniversary date of your certification. Your EDWOSB eligibility aligns with your continued eligibility for the VIP Verification Program, as outlined in 38 CFR § 74.15, and you must ensure you meet the eligibility requirements for both programs. If you are no longer participating in the VIP Verification Program, you will still follow the recertification requirements for the WOSB Program. Additionally, your firm must undergo a WOSB Program examination every three years conducted by SBA or a third-party certifier. Instructions for maintaining WOSB Program certification are available at 13 CFR 127.400 and at <https://wosb.certify.sba.gov>.

Your firm must immediately notify SBA of any material changes that could affect its eligibility. 13 CFR 127.401. This notification must be in writing and must be uploaded into the firm's profile in wosb.Certify.sba.gov. Your firm must not misrepresent its EDWOSB certification status to any other party, including any local or State government contracting official or the Federal government or any of its contracting officials.

As a certified EDWOSB, there are valuable free resources available to you. These include:

- SBA Resource Partners: For general assistance on various topics, information on SBA programs, and upcoming small business events in your area. You can find your local resource partner by visiting: <https://www.sba.gov/tools/local-assistance>.
- WOSB website: For specific resources on government contracting and the WOSB Federal Contracting Program, please visit: <https://www.sba.gov/wosbready>.
- SBA's 7(j) Program: EDWOSB firms may also be eligible for the 7(j) Management and Technical Assistance Services Program. Learn more by contacting your servicing district office.

As a EDWOSB certified firm in the WOSB Federal Contracting Program, **you CAN** use the [EDWOSB Icon](#) on your business' website, business cards, social media profiles, and in your capability statements and proposal bids. However, **you CANNOT** use the digital icon to express or imply endorsement of any goods, services, entities, or individuals. Thus, **the digital icon CANNOT be used** on a company's letterhead, marketing materials or advertising, whether paid or public service announcement (PSA), traditional or digital. The following are instructions to access your digital icon:

1. Visit the following link: <https://www.sba.gov/brand/for-partners/resource-partners-grantees/>;
2. Under General Materials, click on "Decals and Web Icons";
3. The Icons should download on your computer; select "Open File"; and
4. Select/use only the Icon(s) that reflect the Program(s) in which you are currently certified

If you have general questions regarding the WOSB Program, you may submit them to the SBA via the help tab at <https://wosb.certify.sba.gov/help/> or check the SBA web site, www.sba.gov/wosbready.

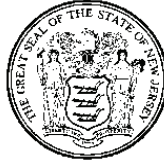
Wishing you much success!

Sincerely,



Alisa Sheard
Deputy Director/WOSB Program Director
Office of Government Contracting





State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

PHIL MURPHY
Governor

SHEILA OLIVER
Lt. Governor

ELIZABETH MAHER MUOIO
State Treasurer

1st YEAR PROVISIONAL CERTIFICATION

APPROVED

under the

Minority and Women Business Certification Program

This certificate acknowledges PROGSIT LLC as a Provisionally Certified Minority Women Business Enterprise (MWBE) that has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for one year.

In order for the certification to remain in effect after the provisional one year period, the business must submit a recertification application. The recertification application must be submitted not more than 60 days prior to the anniversary of the provisional certification approval.

If the business fails to submit the recertification application, the certification will lapse and the business will be removed from the system (SAVI) that lists certified minority and women-owned businesses. If the business seeks to be certified again, it will have to reapply by submitting a new application.



Peter Lowicki
Deputy Director

Issued: 7/21/2023
Certification Number: A0378-65

Expiration: 7/21/2024

The expiration date is contingent on the proper and on-time filing of all Annual Verifications for non-provisional certificates. Please see above for more detail.



TIPS Request for Proposal Technology Solutions, Products, and Services

Technical Capability Information

Solicitation Number: TIPS RFP 240101

In Partnership:

SYNERGY



Submitted To:
TIPS/Region 8 ESC
bids@tips-usa.com
(866) 839-8477
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Submitted By:
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President
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Member Name and Address:	PROGSIT, LLC 45 Medford Road, Dumont, New Jersey 07628
Registered Agent Address	1 Main Street, Suite 416, Eatontown, NJ 07724
Sam.Gov ID	JUKB XK6CGW49
Duns #:	052878756
Cage Code:	7ZAR3
Business Size/Type:	Small Business / Veteran Owned / Woman Owned / Economically Disadvantaged Woman Owned
U.S. Wholly Owned Firm or Institution:	Yes
Offeror Has Secret Clearance Facility:	Yes
Contract/Technical Contact (Name, Address, Phone #, E-Mail):	Betty Grullon, (973) 234-7504 <i>bettygrullon@progsit.com</i>

Table of Contents

PROGSIT’S CAPABILITIES INFORMATION	4
Executive Summary and Supplemental Information	4
TSPS AREAS	6
1. CLOUD-BASED TECHNOLOGY SERVICES	6
2. COMPUTER-BASED EDUCATIONAL SYSTEMS	9
3. DATA BACKUP DISASTER RECOVERY	10
4. DATA AND SYSTEM SECURITY SERVICES OR EQUIPMENT	11
5. DISTANCE LEARNING SERVICES AND HARDWARE	12
6. ELECTRONIC AND ONLINE TICKETING SYSTEMS	14
7. INTERNET & NETWORK SECURITY	15
8. MANAGEMENT SOFTWARE AND SERVICES	15
9. NOTIFICATION SOFTWARE	17
10. NOTIFICATION SYSTEMS	18
11. SOFTWARE AS A SERVICE– ALL TYPES	19
12. SOFTWARE – ALL TYPES	20
13. TECHNOLOGY CONSULTING SERVICES	23
14. TECHNOLOGY FOR TRANSPORTATION EQUIPMENT, BUSES, CARS, ETC. 25	
Appendix A - ACRONYM REFERENCE TABLE	26

Table of Tables

Table 1: The Progsit Team Members Information	5
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PROGSIT'S CAPABILITIES INFORMATION

Executive Summary and Supplemental Information

Progsit, LLC (Progsit) is a Minority, Economically Disadvantaged Woman Owned, and Veteran Owned Small Business. Progsit's Owner/CEO is a United States Marine Corps Veteran. Progsit's engineering team has over 18 years of support experience in the following areas; personalized software application development, engineering lifecycle support, cybersecurity Risk Management Framework (RMF), Radio Frequency Identification (RFID) Asset Management System, Software Training, Capability Maturity Model Integration (CMMI) content management tools, and administrative support for our customers at the US Army Combat Capabilities Development Command (DEVCOM) – Armaments Center (AC) Picatinny Arsenal. Progsit engineers' solutions that support enhanced readiness and performance in rapidly changing environments. Progsit turns obstacles into opportunities to help customers achieve their mission.

Progsit started operations in 2017 as a company providing experienced engineers and technicians of highly specialized software and engineering services to the Department of Defense (DoD) and large commercial organizations. Our team delivers advanced engineering, Information Technology (IT), and operational solutions to strengthen our national security. The following task orders are currently supported by Progsit at Picatinny Arsenal, NJ:

- The Nuclear, Biological, Chemical Software Processing Group (NBCSPG)
- Extended Range Cannon Artillery (ERCA)
- Spider Life Cycle Support of the Mine System
- RMF Tool and Cybersecurity Support
- Configuration Management/ Library System Management (CMLSM) Support
- Armament Software Engineering Center (SEC) Process Engineering Group (PEG)
- Inventory/Assets Management System
- Munitions Engineering Technology Center (METC) Executive Project Assistant Support
- METC Environmental, Safety, and Occupational Health (ESOH) Training System Software Lifecycle Support

Progsit has also supported the following programs at Picatinny Arsenal, NJ:

- The Mortars Fire Control System (MFCS) software development
- Paladin Lifecycle Support
- Common Remotely Operated Weapon Station (CROWS) Software Development
- METC Liaison and PM support. Our PM coordinates efforts between multiple METC branches in support of the Inventory Application upgrade
- METC Incident Report System Software Lifecycle Support
- Joint Precision Airdrop System (JPADS) Interactive Manual Instruction (IMI) Development Support
- Process Asset Library (PAL) Software Lifecycle Support
- Audit Matrix Tool (ATM) Software Lifecycle Support
- Configuration Management Data Repository (CMDR) Software Lifecycle Support

Progsit, LLC is located in Dumont, NJ. Our company possesses and maintains a Secret Facility Clearance. Our highly skilled personnel are the key to our success. Our personnel supporting the DoD have Common Access Cards (CACs). The multidisciplinary team includes Program and Project Management Professionals, Logisticians, Computer Scientists, Cybersecurity Specialists and Engineers. The team we have organized to support the Technology Solutions, Products, and Services (TSPS) contract with software, engineering, technical, security, and administrative services and support, has a proven track record in executing designs of similar complexity outlined in the request for proposal.

Progsit, LLC has assembled an outstanding team, referred to as "The Progsit Team" throughout this narrative, that can support the requirements and all technical phases for the TSPS contract.

Company Information		Company Information	
Name:	Progsit, LLC.	Name:	Synergy Consulting, LLC.
CAGE Code:	7ZAR3	Cage Code	94J03
DUNS No:	052878756	DUNS No:	040235180
Size Status:	Small Business	Size Status:	Small Business
FCL	Secret	FCL	N/A
Company Information			
Name:	STEERus INC		
CAGE Code	8UK92		
DUNS No:	117828114		
Size Status:	Small Business		
FCL	N/A		

Table 1: The Progsit Team Members Information

Web Apps, LLC. (dba Synergy Consulting), is a minority-owned business enterprise established in 2013, with remarkable experience and expertise in implementing robust IT staffing, project management, and digital transformation programs across various industries. For over 15 years, our partner has been empowering clients to focus on their core business while we hire qualified resources for their IT staffing needs.

STEERus [<https://steerus.io>] is an HRtech company registered in NJ as an Economically Disadvantaged, Women-Owned Small Business (EDWOSB) with a diverse team. We offer an e-learning platform (LMS) and operate as a hub attracting and hosting subcontractors' content and solutions. Together, we drive transformation through custom educational content development, training, coaching, mentorship, meeting facilitation, and more via our extensive network of experts. Accreditations include NJ SBE; NJ WBE; SAM.gov WOSB/EDWOSB. We are licensed to operate in VA, NJ, IL, TX, and Canada and are currently in pursuit of national certification as an EDWOSB.

TSPS AREAS

The Progsit Team is ready to leverage our extensive experience in both private and government sectors to contribute to the success of this contract.

1. CLOUD-BASED TECHNOLOGY SERVICES

The Progsit Team is committed to empowering businesses with innovative and comprehensive Cloud-Based Technology Services. Our team offers a range of tailored solutions designed to meet the evolving needs of modern enterprises. The Progsit Team assisted in the development of an app similar to how Waze displays where traffic is - right now for the nightlife, conference events, and large stadiums. Our solution shows people’s current location. Designed and scaled by our team, the platform allows end users to discover the most “happening” venues in your area, in real time, ranked by the proprietary algorithm of user demographics and geographic location data sets. Once the user reaches their desired location, the app then empowers them to interact and engage with other users in the same venue creating a safe and encrypted messaging platform for like-minded patrons. This comprehensive project involved the implementation of Continuous Integration / Continuous Deployment (CI/CD) practices, ensuring agile development and swift updates. Hosted on the robust AWS platform, the application (both for mobile and web dashboards for venue owners) offers optimal performance and reliability.



Key Service Offerings:

1. Cloud Infrastructure Setup and Management:

The Progsit Team specializes in Cloud Infrastructure Setup and Management, utilizing leading cloud platforms like AWS, Azure, and GCP. Leveraging tools such as Terraform, AWS CloudFormation, Kubernetes, and Ansible. We automate provisioning, configuration, and deployment processes, ensuring scalability, security, and compliance. With HashiCorp Vault for data security and Prometheus for monitoring, our team enhances operational efficiency and resilience, providing ongoing management and optimization services to minimize downtime and optimize resource utilization, adding significant value to businesses adopting cloud technologies.

2. **Cloud Migration Services:**

The Progsit Team specializes in seamless cloud migration services, utilizing industry-leading tools like AWS Migration Hub, Azure Migrate, and Google Cloud Migration Tools. With a focus on efficiency and minimal disruption, our team offers comprehensive solutions for migrating on-premises infrastructure, applications, and data to AWS, Azure, or Google Cloud Platform. Leveraging automation tools such as CloudEndure Migration and Carbonite Migrate, our team ensures smooth migration of physical, virtual, and cloud-based servers. Our team facilitates data migration between cloud storage providers and email platforms with solutions like Cloudsfer and Cloudsponge, while partnering with industry leaders like Rackspace Cloud Migration Services to provide tailored support for optimizing cloud migrations.

3. **Cloud Application Development and Deployment:**

The Progsit Team specializes in designing, developing, and deploying cloud-native applications optimized for performance and scalability. Leveraging tools such as Docker, Kubernetes, AWS CodeDeploy, and Azure DevOps, our team streamlines the deployment process and supports continuous integration and deployment pipelines. With services like Heroku and Firebase, we empower our developers to build and manage applications in various programming languages without infrastructure management complexity, facilitating efficient deployment across cloud environments.

4. **Cloud Security Solutions:**

The Progsit Team ensures cloud security using tools like AWS IAM, Azure Active Directory, AWS KMS, Azure Key Vault, and AWS Inspector. Offering a comprehensive suite of Cloud Security Solutions, our team secures AWS, Azure, and GCP resources with CSPM tools like AWS Security Hub, Azure Security Center, and Google Cloud Security Command Center. The Progsit Team provides tailored solutions including CASB, CWPP, Cloud Identity Governance, Cloud Encryption, Cloud Security Monitoring, and DLP, meeting unique security needs in cloud environments.

5. **Cloud Backup and Disaster Recovery:**

The Progsit Team offers comprehensive Cloud Backup and Disaster Recovery solutions utilizing AWS Backup, Azure Backup, and Google Cloud Backup. With automated processes and tailored recovery plans, our team minimizes data loss and downtime, leveraging snapshotting and replication technologies for enhanced data protection. Progsit ensures business continuity with managed backup solutions for AWS, Azure, and GCP, including Veeam Backup & Replication support for various environments. Additionally, Progsit delivers data protection, recovery, archival, and continuous data protection (CDP) solutions for hybrid and multi-cloud environments through platforms like Commvault, Rubrik, Druva, Zerto, Acronis Backup, and Carbonite, enabling organizations to recover quickly from disruptions.

6. **Cloud Cost Optimization:**

The Progsit Team provides comprehensive Cloud Cost Optimization solutions, leveraging tools like AWS Cost Explorer, Azure Cost Management, and Google Cloud Cost Management for efficient spending across AWS, Azure, and GCP. With platforms such as CloudHealth and Apptio Cloudability, our team offers visibility and governance for public and private clouds, automating optimization with tools like Spot.io and ParkMyCloud. Implementing the FinOps

framework, we optimize costs and enhance business value for organizations in cloud environments.

7. Cloud Monitoring and Performance Management:

The Progsit Team Cloud Monitoring and Performance Management solutions offer real-time visibility and proactive issue identification, ensuring optimal system health. Leveraging tools like Amazon CloudWatch, Azure Monitor, and Google Cloud Monitoring, we provide comprehensive monitoring tailored to AWS, Azure, and GCP environments. With platforms such as New Relic and Datadog, Progsit delivers deep insights into application performance across cloud and on-premises environments, while Dynatrace and AppDynamics ensure real-time visibility into user experience. The Progsit Team employs open-source solutions like Prometheus, Grafana, and ELK Stack for powerful analytics, driving operational excellence in cloud environments.

8. Cloud Consulting and Strategy:

The Progsit Team offers comprehensive Cloud Consulting and Strategy services, guiding clients through the entire cloud lifecycle with expert guidance and leveraging cutting-edge tools. Utilizing monitoring solutions like Amazon CloudWatch, Azure Monitor, and Google Cloud Monitoring, our team ensures optimal performance for AWS, Azure, and GCP resources. With advanced platforms such as New Relic and Datadog, our team provides deep insights into application performance across environments. Using tools like Dynatrace and AppDynamics, our team enables real-time visibility into application performance in cloud and hybrid environments. The Progsit Team employs open-source tools like Prometheus, Grafana, and the ELK Stack for robust analytics and monitoring, driving operational excellence in cloud environments.

9. Hybrid and Multi-Cloud Integration:

The Progsit Team specializes in Hybrid and Multi-Cloud Integration, offering comprehensive solutions powered by cutting-edge tools and platforms. Leveraging Apache Kafka for real-time data integration, HashiCorp Terraform for flexible infrastructure provisioning, and Kubernetes for containerized application orchestration, our team ensures seamless management across hybrid and multi-cloud environments. Additionally, we utilize Istio for microservices traffic management and security, alongside dedicated network connections like AWS Direct Connect and Azure ExpressRoute for secure connectivity. With a range of platforms including VMware Cloud Foundation, Google Anthos, and Red Hat OpenShift, we empower organizations to efficiently deploy and manage applications across diverse IT landscapes while maintaining consistency and governance.

10. Cloud Training and Support:

The Progsit Team provides tailored training programs covering diverse cloud technologies and methodologies. Leveraging Learning Management Systems like Moodle and Virtual Labs such as AWS Educate, our team ensures hands-on practice and skill development in virtual environments. Our team collaborates with cloud providers to offer certification programs and utilizes platforms like Coursera and Udemy for online courses. Through Webinars, Workshops, and Cloud Management Platforms, our team empowers organizations with effective cloud resource management and support tools, ensuring a seamless transition to cloud-based solutions.

2. COMPUTER-BASED EDUCATIONAL SYSTEMS

eLearning Platform (LMS)

The Progsit Team has developed a proprietary Learning Management System (LMS) designed for greater accessibility. It's simple design and user interface requires no instruction to use: user administrators need limited training to upload their educational content which includes any standards such as .mp4, .mp3, .pdf, .csv, and more. Extended zoom magnification enables those with mild to moderate vision or fine motor impairment to readily use our LMS. Our Success Academy is hosted on the AWS cloud with provisions to protect user data and privacy. A marketplace is another feature that enables the on-demand purchase of courses, books (via Amazon), educational printed materials such as flashcards, and so on. The marketplace also hosts the calendar-booking links of coaches, educators, and other professionals. Usage content is tracked by robust analytics to monitor active learning time.

Educational Content

The LMS is gamified to stimulate user engagement and boost learning retention. Trivia games, crossword puzzles, and quizzes are some of the forms of interactive educational content offered. Bite-size lessons are presented as a multi-media learning experience to support visual, auditory, and kinesthetic learners. Media include videos, workbooks, quizzes, tip sheets, rubrics, animated role-play scenarios, and more. Currently, the course catalog features workplace readiness, soft skills like emotional intelligence and teamwork, communication, change management, leadership, and similar themes. The development of custom courses is offered as a service.

Blended Learning & Social Learning

We can integrate online and onsite educational experiences by offering virtual content synchronously and asynchronously, as well as providing in-person synchronous learning. Our LMS is integrated with a private Discord server to enable collaborative communication between learners, educators, coaches, and mentors via our private and secure online forums and discussion boards. Our Discord channel also enables on-demand audio or video conferences. A Virtual Pop-up Chat Coach is enabled with the system to provide technical and learning support.

Evidence-Based Assessments

Proprietary assessments include UP (Unlock Potential for soft skills, employability, and promotability), Superpowers, Productivity, Leadership Effectiveness, Multi-Generational Communication, Coachability, and more. Assessment takers each receive an individualized report that shows how they score benchmarked to their peers. Teams or organizations can have their assessment results grouped to see how they score overall versus other organizations. The development of customized assessments is a service provided.

3. DATA BACKUP DISASTER RECOVERY

The Progsit team has years of experience assisting Data Backup disaster efforts.

Continuity of Operation Plan (COOP)

The Progsit Team sets up and maintains cold sites, and recovers monthly backups into virtual machines using Symantec BackupExec. Verify the integrity of recovered systems and make sure all services and applications are functional. Test scenario for Disaster Recovery of critical applications in the possible warm site.

Collaborative Data Environment (CDE)

The Progsit team provides infrastructure support and ensures the collaborative environment is up and running. Our team has facilitated upgrades of the primary Domain Controller by migrating from one version of Windows to another. We ensured log management software was functional for the systems and hardware. Integrated management applications with Active Directory. Provided system support for migration and decommission of systems from physical hardware to the cloud. Our team provided Help Desk support and training for Parametric Technology Corporation (PTC) Windchill application.

The Progsit Team's proposed data backup disaster recovery solution offers the following key features and benefits:

Automated Backups: Our solution offers automated backups of your critical data, ensuring that your data is always up-to-date and protected against loss.

Offsite Data Storage: Our solution provides offsite data storage, ensuring that your data is safe and secure in the event of a disaster or other unforeseen event.

Rapid Recovery: Our solution offers rapid recovery capabilities, allowing you to quickly restore your data and resume operations in the event of a disaster or other disruption.

Customizable Backup Options: Our solution offers customizable backup options, including frequency, retention periods, and backup types, allowing you to tailor your backup process to your specific needs.

Scalability and Flexibility: The software is scalable to accommodate your organization's growth and flexible to adapt to changing requirements, ensuring long-term usability and effectiveness.

Security and Compliance: We prioritize data security and compliance with industry standards to protect sensitive information and ensure regulatory adherence, providing you with peace of mind regarding data privacy.

Reliable Support Services: We offer comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure a successful deployment and operation of the data backup disaster recovery solution.

By implementing our data backup disaster recovery solution, you can ensure business continuity, protect against data loss, and minimize downtime in the event of a disaster or other disruption.

4. DATA AND SYSTEM SECURITY SERVICES OR EQUIPMENT

System Cybersecurity & IT Services

The Progsit Team supports DEVCOM-AC with maintaining its security posture in offices and the Lab environment. Our team has experience on Red Hat Linux, Windows 2016, and 2019 servers hosted on the Army Futures Command (AFC) Microsoft Azure Government cloud. Our server support includes scanning the different servers for vulnerabilities using different tools, such as The Security Content Automation Protocol (SCAP), The Open Web Application Security Project (OWASP) Zed Attack Proxy (ZAP), and Fortify among others. We work on reviewing the scan results and applying Security Technical Implementation Guides (STIGs), performing configuration changes. This includes setting up audit logs policy per the Risk Management Framework (RMF) together with Azure Log Analytics Azure Security Center and Azure Sentinel. Our team has experience with the migration of development environments from the Defense Research and Engineering Network (DREN) to the Azure Government cloud; ensuring validity and accuracy review of all associated documentation.

The Progsit Team creates, validates, and performs security test evaluations and audits. Our team specializes in providing comprehensive support in analyzing and defining security requirements for safeguarding enterprise systems and networks. We excel in assisting organizations in the development of robust security policies tailored to their unique needs. Leveraging our expertise, we analyze the sensitivity of information and conduct thorough vulnerability and risk assessments based on defined sensitivity and information flow. Additionally, we assess security risks, conduct in-depth research, and recommend countermeasures in strict adherence to Army and Department of Defense (DoD) requirements.

As integral members of cybersecurity validation teams, we ensure that US Army systems comply with National Institute of Standards & Technology (NIST) Special Publication 800-53 rev4 cybersecurity controls and Best Business Practices (BBP) in Cybersecurity throughout the weapons design and implementation process to allow fielded tactical systems to obtain or maintain an Authority to Operate (ATO) on the battlefield. Our cybersecurity team members currently possess active Secret clearances and comply with DoDD 8570 Training requirements and upcoming DoDD 8140 cyber workforce criteria. Furthermore, our team holds professional certifications as Technical Level III, as defined by DODI 8570, ensuring our proficiency and commitment to excellence in cybersecurity practices. Our team possesses active Secure Internet Protocol Router (SIPR) tokens and SIPR eMASS accounts in support of DEVCOM-AC programs. We are eager to collaborate with you to address your organization's security needs effectively and ensure compliance with the highest standards of cybersecurity. Our team developed an RMF auditing tool to expedite the Engineering and Validation process for the Picatinny Arsenal Security Control Assessor Validator (SCA-V) and Armament SEC Engineering Team. Our team aids our customers with a variety of tasks, including but not limited to the following:

- System Security Plans (SSP): Our team assists with the development of the System Security Plans that document the security controls implemented to protect their systems and data.
- Security Control Implementation: We assist in the engineering phase to ensure customers have implemented the RMF guidelines for each security control to protect the confidentiality, integrity, and availability of data and systems.
- Continuous Monitoring: Our team assists in the continuous monitoring to ensure that security controls are effective and to detect and respond to any changes in the risk environment. This contributes to ongoing data and system security.
- Authorization Processes: We work with the customers to ensure the RMF processes for obtaining authorization to operate systems are met based on their security posture.

FIPS 140-3 Compliance Support

The Progsit Team has the experience to provide technical engineering services required by your organization to achieve Cryptographic Algorithm Validation Program (CAVP) and Cryptographic Module Validation Program (CMVP) certification for FIPS 140-3 by completing pre-validation and validation process support. Our team develops documentation required for meeting FIPS 140-3 Derived Test Requirements including the Security Policies, Finite State Model, and Compliance Summary. Validation activities and report submission are conducted according to the FIPS 140-3 Management Manual for the validation submission scenario identified in the accreditation boundary. Our team engages in the development, instrumentation, and testing of Automated Cryptographic Validation Protocol (ACVP) middleware in support of interaction between the program hardware and the NIST servers. Our team engages in all ACVP/CAVP/CMVP testing and reporting activities identified per the rules and regulations defined in the latest versions of the following ISO/IEC 24759, ISO/IEC 19790, implementation guidance, and NIST documentation.

Software Support Environment (SSE) Lab Support

The Progsit Team supports DEVCOM-AC organizations with SSE management and inventory control. We generate SSE document defining all mission-critical assets needed to maintain the system development environment. Our Team includes information such as make/model, manufacturer, replacement cost, and obsolescence risk for each mission-critical asset. When an obsolescence risk is identified, we use the organization methodology using the template provided to recommend actions to mitigate the risk.

5. DISTANCE LEARNING SERVICES AND HARDWARE

Distance Learning & Social Learning

The Progsit Team offers virtual content synchronously and asynchronously. Social learning is provided via our LMS which is integrated with a private Discord server. This enables collaborative communication between learners, educators, coaches, and mentors via our private and secure online forums and discussion boards. Our Discord channel also enables on-demand audio or video conferences as well as the ability to share documents, images, and other forms of media. All content is stored and delivered securely from an AWS hosting site. A Virtual Pop-up Chat Coach is enabled with the system to provide technical and learning

support. Virtual coaching, mentoring, training, and teaching are all offered as a service. White-labeling our LMS is a service provided so that you can upload your content library.

Educational Content

The Progsit Team's proprietary learning management system (LMS) is gamified to stimulate user engagement and boost learning retention. Trivia games, crossword puzzles, and quizzes are some of the forms of interactive educational content offered. Bite-size lessons are presented as a multi-media learning experience to support visual, auditory, and kinesthetic learners. Media include videos, workbooks, quizzes, tip sheets, rubrics, animated role-play scenarios, and more. Currently, the course catalog features workplace readiness, soft skills like emotional intelligence and teamwork, communication, change management, leadership, and similar themes. The development of custom courses is offered as a service.

Evidence-Based Assessments

Proprietary assessments include UP (Unlock Potential for soft skills, employability, and promotability), Superpowers, Productivity, Leadership Effectiveness, Multi-Generational Communication, Coachability, and more. Assessment takers each receive an individualized report that shows how they score benchmarked to their peers. Teams or organizations can have their assessment results grouped to see how they score overall versus other organizations. Assessment results are used to design a tailored learning experience. The development of customized assessments is a service provided.

eLearning Platform (LMS)

The Progsit Team has developed a proprietary LMS designed for greater accessibility. Its simple design and user interface require no instruction to use: user administrators need limited training to upload their educational content which includes any standards such as .mp4, .mp3, .pdf, .csv, and more. Extended zoom magnification enables those with mild to moderate vision or fine motor impairment to readily use our LMS. Our Success Academy is hosted on the AWS cloud with provisions to protect user data and privacy. A marketplace is another feature that enables the on-demand purchase of courses, books (via Amazon), educational printed materials such as flashcards, and so on. The marketplace also hosts the calendar-booking links of coaches, educators, and other professionals. Usage content is tracked by robust analytics to monitor active learning time. White-labeling our LMS is a service provided so that you can upload your content library.

Interactive Manual Instructions (IMI)

The Progsit Team provided JPADS MAGU IMI development support by providing software updates to source files. Our team has experience in supporting IMI with graphics, text, music, live video, and animation support using professional video recording cameras and Adobe Creative Suite.

The Progsit Team proposed additional custom distance learning services and hardware solutions based on customers' specific requirements such as a training management platform that offers the following key features and benefits:

Virtual Classroom: Our solution offers a virtual classroom platform that enables remote learning, providing a seamless learning experience for students and teachers.

Interactive Learning Tools: Our solution offers interactive learning tools, including whiteboards, chat, and video conferencing, enabling real-time collaboration and engagement.

Content Management: Our solution offers content management capabilities, allowing teachers to upload and manage course materials, assignments, and assessments, ensuring that students have access to the necessary resources.

Hardware and Equipment: We offer a range of hardware and equipment, including laptops, tablets, and webcams, ensuring that students and teachers have the necessary tools to participate in remote learning.

Scalability and Flexibility: The software and hardware are scalable to accommodate your organization's growth and flexible to adapt to changing requirements, ensuring long-term usability and effectiveness.

Security and Compliance: We prioritize data security and compliance with industry standards to protect sensitive information and ensure regulatory adherence, providing you with peace of mind regarding data privacy.

Reliable Support Services: We offer comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure a successful deployment and operation of the distance learning services and hardware solution.

6. ELECTRONIC AND ONLINE TICKETING SYSTEMS

The Progsit Team has experience developing innovative online ticketing systems. Our team has developed an Inventory Management and ticketing system for the US Army at DEVCOM-AC. The system monitors and tracks the government's assets using RFID technology for Hand Receiptable items. The Progsit Team is dedicated to gathering all your requirements and creating a tailored, efficient solution that seamlessly integrates with your team's workflow.

The Progsit Team has developed other solutions for the industry. Our proposed electronic and online ticketing system offers the following key features and benefits:

Online Ticket Sales: Our solution allows customers to purchase tickets online, providing a convenient and accessible way to buy tickets from anywhere at any time.

Mobile Ticketing: Our solution supports mobile ticketing, enabling customers to access their tickets on their mobile devices, and eliminating the need for physical tickets.

Real-Time Ticket Scanning: The Progsit Team system features real-time ticket scanning capabilities, allowing for quick and efficient entry management and reducing wait times for customers.

Customizable Ticketing Options: Our solution offers customizable ticketing options, including seat selection, pricing tiers, and promotional codes, allowing you to tailor your ticketing process to your specific needs.

Integration Capabilities: The Progsit Team system seamlessly integrates with your existing systems and applications, enabling smooth data flow and communication across different platforms.

Reporting and Analytics: Our solution provides detailed reporting and analytics, allowing you to track ticket sales, attendance, and revenue, providing valuable insights into your ticketing process's performance.

Security and Compliance: The Progsit Team prioritizes data security and compliance with industry standards to protect sensitive information and ensure regulatory adherence, providing you with peace of mind regarding data privacy.

Reliable Support Services: The Progsit Team offers comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure the successful deployment and operation of the electronic and online ticketing system.

By implementing our electronic and online ticketing system, you can improve customer experience, streamline your ticketing process, and optimize revenue generation. Please refer to the section [Software – All Types](#) for further information on this topic.

7. INTERNET & NETWORK SECURITY

The Progsit Team supports DEVCOM-AC with maintaining its security posture in offices and the Lab environment. Our team has experience on Red Hat Linux, Windows 2016, and 2019 servers hosted on the Army Futures Command (AFC) Microsoft Azure Government cloud. Our server support includes scanning the different servers for vulnerabilities using different tools, such as The Security Content Automation Protocol (SCAP), The Open Web Application Security Project (OWASP) Zed Attack Proxy (ZAP), and Fortify among others. We work on reviewing the scan results and applying Security Technical Implementation Guides (STIGs), performing configuration changes. This includes setting up audit logs policy per the Risk Management Framework (RMF) together with Azure Log Analytics Azure Security Center and Azure Sentinel.

8. MANAGEMENT SOFTWARE AND SERVICES

Program and Acquisition Management. We manage the acquisition process throughout the entire program life cycle, from cradle to grave.

Research and Development: The Progsit Team conducts technical research, engineering analysis, trade studies, Commercial off-the-shelf (COTS) evaluations, and whitepapers to

research and demonstrate new technologies and develop prototypes to be implemented on a system. Our team uses Decision and Resolution (DAR) methodologies from the CMMI model to mathematically evaluate product/part selection, technology evaluation, and design decisions using weighted factors such as cost, reliability, sustainability, Size Weight, and Power (SWAP), and performance.

Requirements Development: Team Progsit formulates a Requirements Summary List (RSL) of the new updates for approval before drafting and finalizing artifacts required as part of the software lifecycle support. We ensure that the Software plans are created and approved the by customer. We use software development-approved methods to track document and test software and hardware changes.

Software Development: Our team performs software development using our customers' approved coding standards defined for each program. Team Progsit adheres to the established program's software plans, documentation, procedures, and development environment. Our team supports both high- and low-level languages including, but not limited to C#, C++, Java, ADA, Assembly, Python, Visual Basic, React, .NET, HTML5, JavaScript, and CSS for platforms ranging from embedded systems utilizing Real-Time Operating Systems (RTOS), desktop applications, and web-based Information Systems (IS). We assist artillery, diagnostics, and mortar system projects in meeting various program process milestones by keeping systems requirements and software designs well-documented through various stages of development.

Testing: The Progsit Team provides testing support for the software and hardware by working with the Government Project Leader to design test cases and test documentation for the system. We will update testing artifacts to identify the primary test environment, tools, and procedures for verifying each software or hardware component. We provide unit, subsystem, or system-level testing using special tools and automated applications. As part of lifecycle engineering, we support all Formal Qualification Tests (FQT) and Validation (VAL) activities to demonstrate the fielding readiness of new or existing programs.

System Integration: The Progsit Team provides system integration, performance testing, and troubleshooting of products. Our focus is on integrating different technological components to work together seamlessly in the lab environment and the field.

Configuration Management / Fielding Releases: The Progsit Team has extensive experience supporting DEVCOM-AC with their organizational and project Configuration Management (CM) activities for over 15 years and is ready to apply this capability in support this contract task orders. We are a core member of the CM/LSM IPT, providing CM services for the Armament SEC a CMMI Level 5-rated organization within the DoD. Our team has participated in CM duties across multiple DEVCOM-AC projects. Our team develops, updates, and implements CMMI Level 5 CM area practices through the Organizational CM Policy, Procedures, Templates, and Checklists. Our team supports CM activities at both the organization and project levels. Our unique position allows us to support government programs fielding activities, and the implementation of the new baselines or modifying/improving existing CM activities.

Transition Support: The Progsit Team previously assisted in the transitioning of the Fox NBC projects to Armament SEC ownership and was responsible for providing its complete Post-Production Software Support (PPSS). We update and maintain all documentation packages, software and hardware components, and engineering drawings to meet the requirements of each project in compliance with organizational OSP, CMMI, ISO 9001, MIL-STD-498 (used as guidance for documenting), and other standards as required. We interface with external incumbent contracting teams and reconfigure the System Integration Laboratories (SIL) to support new systems as required when transitioning systems. Our team ensures the SIL can build/compile software source code and support hardware efforts during program transitions.

Field Support: The Progsit Team is ready to support fielding by leveraging experience gained under current and previous efforts in supporting software and hardware releases through CM baselines, conducting on-site field visits, firing tests, and training.

CMMI Support – Served a PAL, CMDR original development team. Provide organizational CMMI support as PEG and CMLSM IPT members. Our team serves as organizational CM and Measurement representatives. We have experience creating Technical Data Package (TDP), Configuration Control Board (CCB), and Engineering Change Requests (ECPs).

Training – The Progsit Team develops training tools, technical manuals, and documentation used by USG civilians as part of the knowledge-based systems support and the Warfighter to operate new weapon products or IT support systems. Previously created interactive trainers for DEVCOM-AC projects. Conduct classroom and desktop training for Government personnel on the operation of web-based DEVCOM-AC WSEC support systems.

9. NOTIFICATION SOFTWARE

The Progsit Team proposed a notification software solution designed to enhance communication, streamline processes, and improve operational efficiency within your organization.

Key Features and Benefits:

Multi-Channel Notifications: Our software offers customizable alerts and supports various communication channels such as email, SMS, and push notifications, ensuring that messages reach the intended recipients promptly.

Automated Triggers: With automated triggers based on predefined criteria, you can set up notifications to be sent out automatically in response to specific events or actions, reducing manual intervention and ensuring timely communication.

Integration Capabilities: Our solution seamlessly integrates with your existing systems and applications, enabling smooth data flow and communication across different platforms.

Scalability and Flexibility: The software is scalable to accommodate your organization's growth and flexible to adapt to changing requirements, ensuring long-term usability and effectiveness.

Security and Compliance: Our prioritize data security and compliance with industry standards to protect sensitive information and ensure regulatory adherence, providing you with peace of mind regarding data privacy.

User-Friendly Interface: Our software features an intuitive interface that is easy to use, allowing users to set up and manage notifications with minimal training, enhancing user adoption and efficiency.

Customization Options: You can customize notification templates, workflows, and delivery methods to suit your organization's specific needs, ensuring that the solution aligns with your unique requirements.

Reliable Support Services: We offer comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure a successful deployment and operation of the notification software.

By implementing our notification software solution, you can improve communication efficiency, enhance collaboration, and optimize operational processes within your organization.

10. NOTIFICATION SYSTEMS

The Progsit Team notification systems solution is designed to enhance communication, streamline processes, and improve operational efficiency within your organization. Our team has created Geofencing and Proximity Alerts. Architecting a stable but agile infrastructure to build upon is paramount when working on complex and evolving location-based technologies. The Progsit Team has experience integrating both proprietary and cloud-based geofencing features on the backend to define virtual boundaries, triggering automatic notifications and personalized content when users enter specific geographical areas.

Key Features and Benefits:

Multi-Channel Notifications: Our notification system offers customizable alerts and supports various communication channels such as email, SMS, and push notifications, ensuring that messages reach the intended recipients promptly.

Automated Triggers: With automated triggers based on predefined criteria, you can set up notifications to be sent out automatically in response to specific events or actions, reducing manual intervention and ensuring timely communication.

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Reliable Support Services: We offer comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure a successful deployment and operation of the notification systems.

By implementing our notification systems solution, you can improve communication efficiency, enhance collaboration, and optimize operational processes within your organization.

11. SOFTWARE AS A SERVICE– ALL TYPES

The Progsit Team has experience providing Software as a Service (SaaS) solutions, offering a comprehensive suite of cloud-based software applications designed to meet the diverse needs of modern businesses. Our SaaS offerings are built on cutting-edge technologies and delivered through a scalable and secure cloud platform, empowering organizations to streamline operations, enhance productivity, and drive innovation.

The Progsit Team leveraged Software as a Service (SaaS) solutions to develop and deploy the Pulse 24/7 Platform, ensuring seamless integration and scalability for businesses. By offering a cloud-based solution, our team provided small to medium-sized enterprises with a cost-effective and efficient way to manage their on-demand services. The platform's user-friendly interface and robust features enable businesses to optimize their operations, enhance customer experiences, and stay competitive in the digital marketplace.

Our Key SaaS Offerings:

Productivity and Collaboration Tools:

The Progsit Team's comprehensive suite of productivity and collaboration solutions, leverages industry-leading tools like Microsoft Office 365, Google Workspace, and Slack. The Progsit Team enhances teamwork and communication by supporting Zoom for virtual meetings, Asana and Trello for project management, and Microsoft Teams for integrated collaboration. Our team provides Dropbox Business for secure file hosting, Notion for customizable workspaces,

and Monday.com for project management, enabling organizations to optimize productivity and drive success.

Customer Relationship Management (CRM) Software:

The Progsit Team provides a wide range of CRM solutions, leveraging top software tools like Salesforce, HubSpot CRM, and Microsoft Dynamics 365. These solutions enable efficient management of contacts, deal tracking, task automation, and analytics, ensuring enhanced customer satisfaction and business performance across sales, marketing, and customer service channels.

Marketing Automation Platforms:

The Progsit Team supports a comprehensive suite of Marketing Automation Platforms, including leading solutions like HubSpot Marketing Hub, Marketo, and Mailchimp, enabling businesses to streamline marketing processes and drive growth. With tools for email marketing, lead generation, social media management, and CRM integration, our platforms empower organizations to personalize customer experiences and gain valuable insights for enhanced marketing strategies and increased revenue.

Collaboration and Communication Platforms:

The Progsit Team supports Collaboration and Communication Platforms, including Slack, Microsoft Teams, Zoom, Google Meet, Discord, Workplace by Facebook, Cisco Webex, Microsoft Outlook, Trello, and Asana. Leveraging these tools, Progsit enhances teamwork and information exchange, ensuring seamless communication and collaboration within organizations. With a focus on productivity and efficiency, our team empowers businesses to optimize task organization, project management, virtual meetings, and team communication across diverse platforms.

Recurring Payment Solution for SaaS Products

Leveraging leading technologies like Stripe, PayPal, and Braintree for secure transactions, along with subscription management platforms such as Chargebee, Recurly, and Zuora, The Progsit Team ensures efficient subscription billing and revenue recognition. Integrating Customer Relationship Management (CRM) systems like Salesforce and HubSpot streamlines billing communication, while accounting software such as QuickBooks and Xero automates billing processes. The Progsit Team offers analytics tools like ChartMogul and Baremetrics for valuable subscription insights and ensures compliance with tax regulations through solutions like Avalara and TaxJar, delivering seamless billing experiences while ensuring regulatory compliance.

12. SOFTWARE – ALL TYPES

The Progsit Team has experience supporting clients with new systems/software and existing maintenance. Our team provides intuitive productivity tools, robust software solutions, and cutting-edge applications tailored to your unique needs. Our team of experts leverages the latest technologies and best practices to deliver innovative software solutions that drive efficiency, enhance productivity, and propel growth.

Weapon Systems Software Engineering – The Progsit Team develops custom software and improvements to increase accuracy, lethality, and meet evolving Warfighter requirements. Our team develops embedded software for prototype and fielding systems. We perform software and hardware integration services to implement new technologies or improved design specifications for fielded weapon systems. We conduct unit, subsystem, system-level integration, and qualification testing to verify and validate adherence to weapon performance specifications and/or interoperability with connected battlefield systems.

Knowledge-based Systems - Our knowledge-based system development capability offers a comprehensive solution for organizations seeking to optimize information management and enhance internal knowledge sharing. With our expertise, we design and develop customized knowledge base systems tailored to your specific needs and requirements. Our team has over 18 years of experience providing lifecycle support to DEVCOM-AC in support of the CMMI Level 3 and 5 accreditation efforts and Risk Management Framework (RMF) ATO certifications. We have experience developing Process Asset Library (PAL) for the organization.

Logistics & Inventory Management – The Progsit Team designs customized RFID systems to support organization inventory management and workflow procedures. Original developer for the system currently in use by the DEVCOM-AC programs which is a complete assets management solution used for asset tracking, forms/document generation, durable and hand-receipt approvals, and is customized to support unique requirements such as assembling weapons fielding kits. We assisted in the development and maintenance of the search engine tool used as the library’s digital repository.

The Progsit Team is currently developing a wholesale shopping app that allows users to order quality food and confectionery items with ease. The wholesale app is a mobile version of an already existing website that was built as a means of connecting the company to its 10,000+ small businesses and grocery chains across the United States. Through push notifications, the app sends promotions directly to retailers’ screens, further ensuring that their businesses get the most cost savings.

Secure and User-Friendly Messaging - Strong bullet-proof encryption is a crucial element of a successful user-friendly messaging platform, especially at the scale of millions of end users. The Progsit Team has integrated robust messaging systems within the Apple and Android environments. Every aspect of our philosophy leads to prioritizing security and user privacy. Our dedication to end-to-end encryption ensures confidential communication, while an intuitive interface facilitates seamless and user-friendly messaging experiences.

Location-Based Mobile App - Over the past 5 years, our team has been a steadfast partner in the evolution of a pioneering location-based mobile app solution along with the company's website, content management system, and custom-built user engagement analytics dashboard. Meticulously developed and continually refined by our seasoned team, the Mobile App solution seamlessly integrates neuroscience and Precision Nerve Stimulation, offering users an efficient method to reset their body clocks within five minutes of landing in a new time zone.

The Progsit Team assisted in the development of an app similar to how Waze displays where traffic is - right now for the nightlife, conference events, and large stadiums. Our solution shows people's current location. Designed and scaled by our team, the platform allows end users to discover the most "happening" venues in your area, in real time, ranked by the proprietary algorithm of user demographics and geographic location data sets. Once the user reaches their desired location, the app then empowers them to interact and engage with other users in the same venue creating a safe and encrypted messaging platform for like-minded patrons. This comprehensive project involved the implementation of Continuous Integration / Continuous Deployment (CI/CD) practices, ensuring agile development and swift updates. Hosted on the robust AWS platform, the application (both for mobile and web dashboards for venue owners) offers optimal performance and reliability.

Web-Based Business Platform – The Progsit Team developed a mobile and web-based platform for small to medium-sized enterprises that streamlines on-demand service logistics, scheduling, payments, and marketing all on one tool. This new location-based technology allows empowers businesses with a simple innovation to compete in today's new mobile on-demand economy. Our team designed and built a stable Administrator Dashboard for business owners to analyze real-time data behind the performance of their team members, monitor their revenues, and get powerful insight into the demographics of their customers patronizing their businesses.

The Progsit Team software solutions additionally offer the following key features and benefits:

Customizable Dashboards: Our solution offers customizable dashboards, providing a real-time view of your organization's performance and enabling you to make informed decisions quickly.

Automated Workflows: Our solution offers automated workflows, reducing manual intervention and streamlining processes, resulting in increased efficiency and productivity.

Integration Capabilities: Our solution seamlessly integrates with your existing systems and applications, enabling smooth data flow and communication across different platforms.

Scalability and Flexibility: The software is scalable to accommodate your organization's growth and flexible to adapt to changing requirements, ensuring long-term usability and effectiveness.

Security and Compliance: We prioritize data security and compliance with industry standards to protect sensitive information and ensure regulatory adherence, providing you with peace of mind regarding data privacy.

Reporting and Analytics: Our solution provides detailed reporting and analytics, allowing you to track performance, identify trends, and make data-driven decisions.

Reliable Support Services: We offer comprehensive support services, including training, implementation assistance, and ongoing technical support, to ensure a successful deployment and operation of the management software and services solution.

13. TECHNOLOGY CONSULTING SERVICES

The Progsit Team as a provider of technology consulting services, specializes in delivering tailored solutions to address the unique challenges and opportunities faced by businesses in today's rapidly evolving digital landscape. From developing comprehensive IT strategies and roadmaps to implementing cutting-edge technologies and optimizing existing systems, we partner with our clients every step of the way to drive digital transformation, enhance operational efficiency, and achieve sustainable growth.

IT Strategy and Planning: The Progsit Team supports the development of strategic plans to align technology with business goals. Our team conducts technical research, trade studies, Commercial off-the-shelf (COTS) evaluations, and whitepapers to research and demonstrate new technologies and develop prototypes to be implemented on a system. Our team uses Decision and Resolution (DAR) methodologies from the CMMI model to mathematically evaluate product/part selection, technology evaluation, and design decisions using weighted factors such as cost, reliability, sustainability, Size Weight, and Power (SWAP), and performance.

Requirements Development: Team Progsit formulates a Requirements Summary List (RSL) of the new updates for approval before drafting and finalizing artifacts required as part of the software lifecycle support. We ensure that the Software plans are created and approved the by customer. We use software development-approved methods to track document and test software and hardware changes.

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Testing: The Progsit Team provides testing support for the software and hardware by working with the Government Project Leader to design test cases and test documentation for the system. We will update testing artifacts to identify the primary test environment, tools, and procedures used to verify each software or hardware component. We provide unit, subsystem, or system-level testing using special tools and automated applications. As part of lifecycle engineering, we support all Formal Qualification Tests (FQT) and Validation (VAL) activities to demonstrate the fielding readiness of new or existing programs.

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Transition Support: The Progsit Team previously assisted in the transitioning of the Fox NBC projects to Armament SEC ownership and was responsible for providing its complete Post-Production Software Support (PPSS). We update and maintain all documentation packages, software and hardware components, and engineering drawings to meet the requirements of each project in compliance with organizational OSP, CMMI, ISO 9001, MIL-STD-498 (used as guidance for documenting), and other standards as required. We interface with external incumbent contracting teams and reconfigure the System Integration Laboratories (SIL) to support new systems as required when transitioning systems. Our team ensures the SIL can build/compile software source code and support hardware efforts during program transitions.

Field Support: The Progsit Team personnel have proven expertise in the areas of the U.S. Army. Our team is ready to support fielding by leveraging experience gained under current and previous efforts in supporting software and hardware releases through CM baselines, conducting on-site field visits, firing tests, and training.

Cloud Computing Services: Please refer to the “Cloud-Based Technology Services” section about this area in the document.

Cybersecurity Consulting: Please refer to the “Data and System Security Services or Equipment” section in this area in the document.

Digital Transformation: The Progsit Team provides comprehensive integration and utilization of digital technologies to bring about significant changes in various aspects of an organization's operations, processes, and activities. It goes beyond the adoption of individual technologies and involves a strategic, organization-wide shift to embrace digital solutions for enhanced efficiency, innovation, and competitiveness. Our approach applies to both knowledge base and military systems.

Resource Planning (RP): The Progsit Team offers assistance in implementing and enhancing RP systems to streamline business processes. With an 18-year track record of supporting CMMI Level 5 organizations, our team has developed tools, portals, and a Process Asset

Library (PAL). These systems enable real-time data access for all personnel, supporting a range of programs.

Business Intelligence and Reporting: The Progsit Team develops tools and processes for data-driven decision-making. We work with the customer to improve the processes, technologies, and tools used to analyze and present business data in a way that aids decision-making and strategic planning. We support various methods to collect, organize, and transform raw data into meaningful insights, visualizations, and reports.

Mobile App Development: Creating applications for mobile devices to enhance user experiences (See [Software - All Types](#) section about Mobile Apps).

14. TECHNOLOGY FOR TRANSPORTATION EQUIPMENT, BUSES, CARS, ETC.

The Progsit Team has experience providing military transportation software updates for DEVCOM-AC. Our team specializes in delivering cutting-edge solutions tailored specifically to the unique requirements of military operations.

Weapon Systems Software Engineering – The Progsit Team develops custom fire control software and improvements to increase accuracy, and lethality, and meet evolving Warfighter requirements. Our team designs and installs a full Software Support Environment (SSE) incorporating sensor simulators and custom support tools. We use our expertise to perform software updates to application software located on Military vehicles in support of the US Army. Our expertise enables us to maintain and enhance software with new functionality such as an innovative embedded trainer mode.

Embedded Systems Development– The Progsit Team develops custom software for prototype and fielding systems. We conduct system analysis to identify the best software solution to be implemented based on the system requirements and customer’s needs.

With a commitment to delivering reliable, scalable, and secure solutions, The Progsit Team stands ready to support military organizations in their mission-critical endeavors. Our goal is to leverage the latest advancements in technology and elevate your military transportation capabilities to new heights of efficiency and effectiveness.

Appendix A - ACRONYM REFERENCE TABLE

Acronym	Meaning	Acronym	Meaning
AC	Armaments Center	IT	Information Technology
ACVP	Automated Cryptographic Validation Protocol	JPADS	Joint Precision Airdrop System
ADA	A programming language	KMS	Key Management Service
AFC	Army Futures Command	LMS	Learning Management System
ATM	Audit Matrix Tool	METC	Munitions Engineering Technology Center
ATO	Authority to Operate	MFCS	Mortars Fire Control System
AWS	Amazon Web Services	MIL-STD	Military Standard
BBP	Best Business Practices	NBCSPG	Nuclear, Biological, Chemical Software Processing Group
CA	Cryptographic Algorithm Validation Program	NIST	National Institute of Standards and Technology
CAC	Common Access Card	NJ	New Jersey
CASB	Cloud Access Security Broker	OSP	Organizational Standard Practice
CCM	Configuration and Change Management	OSP	Organizational Strategic Plan
CDE	Collaborative Data Environment	PAL	Process Asset Library
CDP	Continuous Data Protection	PAL	Process Area Leaders
CI/CD	Continuous Integration / Continuous Deployment	PEG	Process Engineering Group
CM	Configuration Management	PPSS	Post-Production Software Support
CMDR	Configuration Management Data Repository	PTC	Parametric Technology Corporation
CMLSM	Configuration Management/ Library System Management	RFID	Radio Frequency Identification
CMMI	Capability Maturity Model Integration	RFID	Radio-Frequency Identification
CMVP	Cryptographic Module Validation Program	RMF	Risk Management Framework
COOP	Continuity of Operation Plan	RP	Resource Planning
COTS	Commercial Off-The-Shelf	RSL	Requirements Summary List
CRM	Customer Relationship Management	RTOS	Real-Time Operating Systems



CROWS	Common Remotely Operated Weapon Station	SaaS	Software as a Service
CSPM	Cloud Security Posture Management	SAM	System for Award Management
CSS	Cascading Style Sheets	SBE	Small Business Enterprise
CWPP	Cloud Workload Protection Platform	SCAP	Security Content Automation Protocol
DAR	Decision and Resolution	SEC	Software Engineering Center
DEVCOM	Combat Capabilities Development Command	SIL	System Integration Laboratory
DEVCOM-AC	Combat Capabilities Development Command-Armaments Center	SIL	System Integration Laboratories
DLP	Data Loss Prevention	SIPR	Secure Internet Protocol Router
DoD	Department of Defense	SMS	Short Message Service
DODD	Department of Defense Directive	SOP	Standard Operating Procedure
DREN	Defense Research and Engineering Network	SSE	Software Support Environment
EDWOSB	Economically Disadvantaged Women-Owned Small Business	SSP	System Security Plan
ELK	Elasticsearch, Logstash, and Kibana	STIGs	Security Technical Implementation Guides
ERCA	Extended Range Cannon Artillery	SWAP	Size, Weight, and Power
ESOH	Environmental, Safety, and Occupational Health	TDP	Technical Data Package
FIPS	Federal Information Processing Standards	TSPS	Technology Solutions, Products, and Services
FQT	Formal Qualification Tests	TX	Texas
GCP	Google Cloud Platform	UP	Unlock Potential
HRtech	Human Resources Technology	VA	Virginia
IAM	Identity and Access Management	VAL	Validation
IL	Illinois	WBE	Women-Owned Business Enterprise
IMI	Interactive Manual Instruction	WOSB	Women-Owned Small Business
IPT	Integrated Product Teams	WSEC	Warfighter Superiority Execution Command
IS	Information Systems	ZAP	Zed Attack Proxy
ISO	International Organization for Standardization		