

TIPS VENDOR AGREEMENT

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TIPS RFP 230504 Information Technology Equipment, Software, 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):

22nd Century Technologies, Inc.

(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.

Yann Pule

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230504 Information Technology Equipment, Software, and Services

Vendor Name: 22nd Century Technologies, Inc.

Vendor Address: 8251 Greensboro Drive, Suite 900

City: McLean State: VA Zip Code: 22102

Vendor Authorized Signatory Name: Yasamine Rafik

Vendor Authorized Signatory Title: Administrator

Vendor Authorized Signatory Phone: (866)537-9191 Ext 2

Vendor Authorized Signatory Email: sledproposals@tscti.com

Vendor Authorized Signature:  Date: May 25, 2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 7/10/2023



230504

**22nd Century Technologies Inc
22nd century Technologies Inc.
Supplier Response**

Event Information

Number: 230504

Title: Information Technology, Equipment, Software, and Services

Type: Request for Proposal

Issue Date: 5/4/2023

Deadline: 5/25/2023 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.

THIS IS NOT A REPLACEMENT CONTRACT. IF YOU CURRENTLY HOLD ANY TIPS CONTRACT TITLED "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", THERE IS NO NEED TO RESPOND HEREIN UNLESS YOU WISH TO MANAGE MULTIPLE TIPS CONTRACTS THAT HAVE THE SAME TERMS AND COVER THE SAME OFFERINGS. IF YOU HOLD A TIPS CONTRACT WITH A TITLE OTHER THAN "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES", WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS

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

22nd Century Technologies Inc Information

Contact: kulpreet singh
Address: 1 Executive Drive
Suite 285
Somerset
Somerset, NJ 08873
Phone: (888) 998-7284
Fax: (888) 998-7284
Toll Free: (888) 998-7284 x888
Email: govt@tscti.com

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

Yasamine Rafik

Signature

Submitted at 5/25/2023 09:33:39 AM (CT)

sledproposals@tscti.com

Email

Requested Attachments

Pricing Form 1

230504 Pricing Form 1_TSCTI.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.

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 Agreement

230504 Vendor Agreement_TSCTI.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.

Reference Form

230504 Reference Form_TSCTI.xlsx

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.

Required Confidentiality Claim Form

230504 Required Confidentiality Claim Form_TSCTI.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.

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.

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)

TSCTI Supplemental Vendor Information.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.

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.

Current Form W-9

W9_TSCTI.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.

Certificates & Licenses (Supplemental Vendor Information Only)

Certificates & Licenses-TSCTI.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 2

230504 Pricing Form 2_TSCTI.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 Logo (Supplemental Vendor Information Only)

TSCTI_logo.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.

Vendor Agreement Signature Form

230504 Vendor Agreement Signature Form_TSCTI.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.

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.

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.

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US 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.

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.

Incorporated in 1997 in New Jersey as a Corporation, with a head office in McLean, VA and a local office in Dallas, TX, TSCTI is a renowned Information Technology Services provider with 26+ years of experience providing IT consulting on strategic edges and optimal resolutions to different Local, State and Federal organizations. Our certificates include International Organization for Standardization (ISO) 9001:2015, 20000- 1:2018, and 27001:2013 and we are appraised at Capability Maturity Model Integration (CMMI) Level 3. With D&B Open rating score of 95, we have been successfully serving customer base with huge customer satisfaction. We are Microsoft Certified Gold Partner & Oracle Certified Gold Partner and are currently holding with various government agencies across US.

As a company that has been in the IT services industry for 26 years, we have developed robust and mature processes. We specialize in providing a range of consulting services to our clients in the State, Local, and Quasi government sectors. With a focus on innovative technology and staffing expertise, we help our customers implement IT support and solutions that drive efficiency and progress. Our approach combines real-world experience, specialized skills, innovative thinking, and industry knowledge to deliver high-quality services that prioritize customer satisfaction.

These processes are operated by a highly trained team and enabled by a proven set of tools. We believe in the power of people and prioritize the needs of our customers, employees, and communities by delivering quality technology consulting and services to support the data storage services, data back-up services, technology support and management, technology consulting, internet services, network connectivity services, IT Strategy and Planning, Infrastructure Design and Implementation, Software Development and Integration, Cybersecurity and Risk Management, Data Management and Analytics, Cloud Computing Solutions, Network Architecture and Design, IT Project Management, IT Support and Managed Services, IT Audit and Compliance, Business Process Optimization, Technology Assessment and Selection, IT Training and Change Management, Digital Transformation Services, IT Vendor Management, IT Governance and ITIL Framework Implementation, IT Disaster Recovery and Business Continuity Planning, IT Outsourcing and Staff Augmentation, IT Procurement and Contract Management, Emerging Technologies Consulting (AI, IoT, Blockchain, etc.), IT Risk Assessment and Mitigation, GIS, IT Infrastructure Assessment and Optimization, Help Desk, Customer Service & Service Desk, User Experience (UX) Design and Consulting, Mobile App Development and Optimization, Social Media and Digital Marketing Strategy, etc.

MSP Services: We manage an extensive array of services, focusing on critical emerging technologies such as artificial intelligence, machine learning, IoT, or even edge computing. This niche focus allows us to offer expert services management in areas where companies may find it particularly hard to hire and retain sufficient talent. We deliver a wide array of IT and cloud computing services on a contract or subscription basis. Our top managed service providers typically work though the cloud, managing hardware and software and operations. We handle deployments ranging from multicolored to hybrid cloud to private cloud to the datacenter – often in combination. We help our clients by lowering their cloud costs and by providing routine management of IT chores like upgrades, updates, and security issues.

TIPS Awarded Vendor: TSCTI has established a successful partnership with the "Texas Region 8 Education Service Center (Region 8 ESC)" and is proud to offer our technical services to a diverse range of TIPS members. This experience has provided us with valuable insights into the unique environments, contractual obligations, and specific requirements associated with these contracts.

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.

Yasamine Rafik

7 Primary Contact Title

Primary Contact Title

Administrator

8 Primary Contact Email
Please enter a valid email address that will definitely reach the Primary Contact.

9 Primary 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).

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.

10 Primary Contact Fax
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).

11 Primary 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).

12 Secondary Contact Name
Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

13 Secondary Contact Title
Secondary Contact Title

14 Secondary Contact Email
Please enter a valid email address that will definitely reach the Secondary Contact.

15 Secondary 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).

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.

16 Secondary Contact Fax
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).

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).

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.

19 Administration Fee Contact Email
Please enter a valid email address that will definitely reach the Administration Fee Contact.

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).

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.

22 Purchase Order and Sales Contact Email
Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

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).

24 Company Website
Company Website (Format - www.company.com)

2
5

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.

Legal Name: 22nd Century Technologies, Inc. | Entity's assumed names and D/B/A's: None

2
6

Primary Address

Primary Address

8251 Greensboro Drive, Suite 900, McLean, VA

2
7

Primary Address City

Primary Address City

McLean

2
8

Primary Address State

Primary Address State (2 Digit Abbreviation)

VA

2
9

Primary Address Zip

Primary Address Zip

22102

3
0

Search Words Identifying Vendor

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.

Technology Support Services, IT Support Services, IT Consulting Services, data storage services, data back-up services, technology support and management services, technology consulting, internet services, network connectivity services, IT Strategy and Planning Services, Infrastructure Design and Implementation Services, Software Development and Integration Services, Cybersecurity and Risk Management Services, Data Management and Analytics Services, Cloud Computing Solutions, Network Architecture and Design Services, IT Project Management Services, IT Support and Managed Services, IT Audit and Compliance Services, Business Process Optimization Services, Technology Assessment and Selection Services, IT Training and Change Management, Digital Transformation Services, IT Vendor Management, IT Governance and ITIL Framework Implementation, IT Disaster Recovery and Business Continuity Planning, IT Outsourcing and Staff Augmentation, IT Procurement and Contract Management, Emerging Technologies Consulting (AI, IoT, Blockchain, etc.), IT Risk Assessment and Mitigation, GIS Services, IT Infrastructure Assessment and Optimization, Help Desk Services, Customer Service & Service Desk, User Experience (UX) Design and Consulting, Mobile App Development and Optimization Services, Social Media and Digital Marketing Strategy

3
1 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

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.

3
2 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

3
3 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

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?

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?

**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?

**3
7** 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?

3
8

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.

Yes

3
9

"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.

YES

4 **EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS**

0

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?

4 **TIPS Sales Reporting Requirements**

1

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

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
4 **Non-Collusive Bidding Certificate**

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.

4 **Required Confidentiality Claim Form**

7 **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.

**4
8** **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 (Yes)

**4
9** **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 (Yes)

**5
0** **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?

5
1 **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 (Yes)

5
2 **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 (Yes)

5
3 **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?

5
4 **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?

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?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 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

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?

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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?

5
9

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).

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?

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?

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 with 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.

6
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.

Not Applicable

6
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**

7

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?

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

8

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?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

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?

70 Certification Regarding "Venue" Terms with TIPS Members

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?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

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?

**7
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?

**7
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?

**7
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.

7 5 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?

7 6 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?

7 7 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?

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?

8 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?

8 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.

8 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?

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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?

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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?

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?

8 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?

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?

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?

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?

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

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?

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

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?

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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?

93 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?

94 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?

95 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?

96 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.

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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.

REQUIRED CONFIDENTIALITY CLAIM FORM

TIPS CONTRACT 230504

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: 22nd Century Technologies, Inc.

Vendor Authorized Signatory Name: Yasamine Rafik

Vendor Authorized Signatory Title: Administrator

Vendor Authorized Signatory Email: sledproposals@tscti.com

Vendor Address: 8251 Greensboro Drive, Suite 900

City: McLean State: VA Zip Code: 22102

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: _____

Yasamine Rafik

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.

Certificates & Licenses

MBE Certification:



Minority Business Enterprise (MBE)
22nd Century Technologies, Inc.

22nd Century Technologies, Inc.

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 423430: COMPUTER AND COMPUTER PERIPHERAL EQUIPMENT AND SOFTWARE MERCHANT
WHOLESALEERS

NAICS 541512: COMPUTER SYSTEMS DESIGN SERVICES

NAICS 541513: COMPUTER FACILITIES MANAGEMENT SERVICES

NAICS 541519: OTHER COMPUTER RELATED SERVICES

NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING
SERVICES

NAICS 561320: TEMPORARY STAFFING SERVICES

This Certification commences October 5, 2022 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: October 31, 2024
Issued Date: October 5, 2022
CERTIFICATION NO. PMMB98013N1024

Certification Administrator



Franchise Tax Account Status

As of : 05/25/2023 09:23:28

This page is valid for most business transactions but is not sufficient for filings with the Secretary of State

22ND CENTURY TECHNOLOGIES, INC.	
Texas Taxpayer Number	12235021214
Mailing Address	8251 GREENSBORO DR STE 900 MC LEAN, VA 22102-4938
Right to Transact Business in Texas	ACTIVE
State of Formation	NJ
Effective SOS Registration Date	09/15/2003
Texas SOS File Number	0800246315
Registered Agent Name	REGISTERED AGENTS INC.
Registered Office Street Address	5900 BALCONES DRIVE, SUITE 100 AUSTIN, TX 78731



CERTIFICATE OF REGISTRATION

GMSQR Certifications Pvt. Ltd. has assessed the Quality Management System of

22nd CENTURY TECHNOLOGIES, INC.

8251 Greensboro Drive, Suite 900, McLean, VA 22102.

*(Hereinafter called the organization) and hereby declares that
Organization is in conformance with*

ISO 9001:2015

Quality Management System

This registration is in respect to the following scope

Design, Development, Maintenance and Implementation of Software Solutions, IT Infrastructure Management, IT Help Desk and IT Staffing Services

This Registration is granted subject to the system rules governing the Registration referred to above, and the Organization hereby covenants with the Assessment body duty to observe and comply with the said rules.



Snehaprabha .H
Certification Manager



This Certificate is issued in accordance with standard procedure for certification registration and valid only until the date of the expiry or earlier if so advised in writing to the certified organization by GMSQR Certifications Pvt. Ltd.. It is issued subject to the continued availability of access at any time and without notice to the above named organization's premises for the purpose of the assessment and surveillance related to the standard specified above and GMSQR Certifications Pvt. Ltd. term and conditions. This certificate is the property of GMSQR Certifications Pvt. Ltd. and whenever required can be recalled.



*The validity of the certificate is dependent upon ongoing surveillance
The use of the AIAO-BAR accreditation symbol is in respect to the activities covered by the Accreditation Certificate No: AIAO-BAR-011413-1*

GMSQR Certifications Pvt. Ltd.
Accreditation by American International Accreditation Organization, Inc.
and Bureau of accredited Registrars (AIAO-BAR)
155 North Santa Cruz Avenue Unit E-144 Los Gatos, CA 95030
www.aiao-bar.org , www.gmsqr.com

Initial Registration Date : November 22, 2017	Issued Date : November 24, 2020
1st Surveillance on or before : October 24, 2021	Valid until : November 23, 2023
2nd Surveillance on or before : October 24, 2022	Cert. No. : Q202000164

CERTIFICATE OF REGISTRATION

GMSQR Certifications Pvt. Ltd. has assessed the IT Service Management System of

22nd CENTURY TECHNOLOGIES, INC.

8251 Greensboro Drive, Suite 900, McLean, VA 22102.

*(Hereinafter called the organization) and hereby declares that
Organization is in conformance with*

ISO/IEC 20000-1:2018
IT Service Management System

This registration is in respect to the following scope

**Software Development and Maintenance, IT Support Services,
Help Desk Support and Staffing Solutions**

*This Registration is granted subject to the system rules governing the
Registration referred to above, and the Organization hereby covenants with
the Assessment body duty to observe and comply with the said rules.*



Snehaprabha .H
Certification Manager



This Certificate is issued in accordance with standard procedure for certification registration and valid only until the date of the expiry or earlier if so advised in writing to the certified organization by GMSQR Certifications Pvt. Ltd.. It is issued subject to the continued availability of access at any time and without notice to the above named organization's premises for the purpose of the assessment and surveillance related to the standard specified above and GMSQR Certifications Pvt. Ltd. term and conditions. This certificate is the property of GMSQR Certifications Pvt. Ltd. and whenever required can be recalled.

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The use of the AIAO-BAR accreditation symbol is in respect to the activities
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GMSQR Certifications Pvt. Ltd.

Accreditation by American International Accreditation Organization, Inc.
and Bureau of accredited Registrars (AIAO-BAR)

155 North Santa Cruz Avenue Unit E-144 Los Gatos, CA 95030
www.aiao-bar.org , www.gmsqr.com

Initial Registration Date : January 01, 2016
1st Surveillance on or before : November 23, 2021
2nd Surveillance on or before : November 23, 2022

Issued Date : December 23, 2020
Valid until : December 22, 2023
Cert. No. : ITSM20200011



CERTIFICATE OF REGISTRATION

GMSQR Certifications Pvt. Ltd. has assessed the Information Security Management System of

22nd CENTURY TECHNOLOGIES, INC.

8251 Greensboro Drive, Suite 900, McLean, VA 22102.

(Hereinafter called the organization) and hereby declares that

Organization is in conformance with

ISO/IEC 27001:2013

Information Security Management System

This registration is in respect to the following scope

**Software Development and Maintenance, IT Support Services,
Help Desk Support and Staffing Solutions**

(Statement of Applicability - Annexure B, V1.0 dtd February 19, 2021)

*This Registration is granted subject to the system rules governing the
Registration referred to above, and the Organization hereby covenants with
the Assessment body duty to observe and comply with the said rules.*



Snehaprabha .H
Certification Manager



This Certificate is issued in accordance with standard procedure for certification registration and valid only until the date of the expiry or earlier if so advised in writing to the certified organization by GMSQR Certifications Pvt. Ltd.. It is issued subject to the continued availability of access at any time and without notice to the above named organization's premises for the purpose of the assessment and surveillance related to the standard specified above and GMSQR Certifications Pvt. Ltd. term and conditions. This certificate is the property of GMSQR Certifications Pvt. Ltd. and whenever required can be recalled.



The validity to the certificate is dependent upon ongoing surveillance

The use of the AIAO-BAR accreditation symbol is in respect to the activities covered by the Accreditation Certificate No: AIAO-BAR-011413-1

GMSQR Certifications Pvt. Ltd.

Accreditation by American International Accreditation Organization, Inc.
and Bureau of accredited Registrars (AIAO-BAR)

155 North Santa Cruz Avenue Unit E-144 Los Gatos, CA 95030
www.aiao-bar.org , www.gmsqr.com

Initial Registration Date : January 07, 2016

1st Surveillance on or before : May 10, 2022

2nd Surveillance on or before : May 10, 2023

Issued Date : June 10, 2021

Valid until : June 09, 2024

Cert. No. : ISMS20210023



22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001



TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)

TIPS RFP 230504 Information Technology Equipment, Software, and Services

Due Date: May 25th, 2023
Time: 3:00 P.M. Local Time

Submitted By:

Yasamine Rafik, Administrator
22nd Century Technologies, Inc.
8251, Greensboro Drive, Mclean, VA, 22102
Phone: (866) 537-9191 Ext 2
Email: sledproposals@tscti.com

Submitted To:

TIPS/Region 8 ESC
4845 US Hwy. 271 North
Pittsburg, Texas 75686
Toll Free: (866) 839-8477
Email: bids@tips-usa.com
Website: www.tips-usa.com



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Cover Letter

Attention: TIPS/Region 8 ESC
Pittsburg, Texas 75686

Date: May 25, 2023

22nd Century Technologies, Inc. (TSCTI) is pleased to respond to the **TEXAS REGION 8 EDUCATION SERVICE CENTER (“Region 8 ESC”)**, “**TIPS RFP 230504 Information Technology Equipment, Software, and Services**”, where The Interlocal Purchasing System (“TIPS”), as a Department of Region 8 ESC, is seeking to contract with quality vendors to supply information technology equipment, software, and services to the public entity and qualifying non-profit TIPS Members in the United States. TSCTI has proposed technology software including but not limited to, services to support *data storage services, data back-up services, technology support and management, technology consulting, internet services, network connectivity services, IT strategy and planning, infrastructure design and implementation, software development and integration, cybersecurity and risk management, data management and analytics, cloud computing solutions, etc.*

Incorporated in 1997 in New Jersey as a **Corporation**, with a head office in *McLean, VA*, and a *local office in Dallas, TX*, TSCTI is a renowned Information Technology Services provider with **26+ years** of experience providing IT consulting on strategic edges and optimal resolutions to different Local, State and Federal organizations. Our certificates include **International Organization for Standardization (ISO) 9001:2015, 20000- 1:2018, and 27001:2013** and we are appraised at **Capability Maturity Model Integration (CMMI) Level 3**. With **D&B Open rating score of 95**, we have been successfully serving the customer base with huge customer satisfaction. We are **Microsoft Certified Gold Partner & Oracle Certified Gold Partner** and are currently holding with various government agencies across US. Winning world-renowned awards like “*Forbes: Best companies to work for*”, “*SIA Largest Staffing Firms in the US-2021*”, is a testimonial that we always go that extra mile to deliver our promises. Our commitment to quality is evident by consistently strong **Contractor Performance Assessment Reporting System (CPARS)** ratings across our contracts.

Our track record includes **over 300 contracts**, and we maintain a robust internal database of **5.1M+** pre-screened resumes, helping us to meet the *TIPS’s* requirements. Our proprietary recruitment methods make us unique from any other firm. Our recruitment team consists of **300+ IT recruiters**, data miners, and research analysts with an average experience of 10+ years supporting various client requirements. In the year 2022, we were financially evaluated at \$390M+. We currently have a **credit line of \$10 million** and hold deposits of over **\$ 56 million at the Bank** and have the required financial capacity to provide the services. In addition, TSCTI is providing services under 15+ cooperative purchasing programs across the nation including *Education Service Center, Region 20, Education Service Center, Region 8, Education Service Center, Region 14, Education Service Center, Region 19, Special Education Web-Based Management Systems – ESC, Region 19 Allied States Cooperative, TX Goodbuy Purchasing Cooperative and Choice Partners in the State of Texas, etc.*

TIPS Awarded Vendor: TSCTI has established a successful partnership with the **Texas Region 8 Education Service Center (Region 8 ESC)**, delivering comprehensive technical services to a diverse range of TIPS members. Through this collaboration, we have gained invaluable experience and a deep understanding of the unique environments and contractual requirements associated with these engagements.

Noteworthy Similar Contracts: As an IT services provider for many high-volume recruiting contracts, TSCTI is uniquely qualified to support *TIPS’s* Information Technology Services requirements. Success can be demonstrated by some of our recent similar clients:

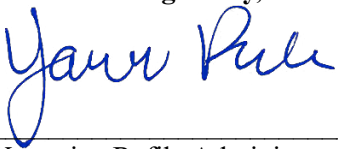
- ❖ **City of Dallas, TX:** Single- vendor award contract for IT consulting services.
- ❖ **New York City Fire Department** Providing IT consulting services by completing 95% of the project SLAs.
- ❖ **New York State Office of Information Technology Services:** Managing complete IT services requirements on a needed basis.
- ❖ **US Department of Transportation:** Provided staff with job positions to manage IT infrastructure.
- ❖ **The School District of Palm Beach County:** Provided Information Technology Services for various lead technical positions.
- ❖ **State of New Jersey:** Delivered Information Technology Services positions for various state agencies.

In addition to that, we have complied and submitted our proposal as requested by TIPS as per the portal attachments:

- ✓ Pricing Form 1- Not Applicable
- ✓ Pricing Form 2 – Completed and Attached
- ✓ Vendor Agreement – Completed and Attached
- ✓ Vendor Agreement Signature Form – Completed and Attached
- ✓ Reference Form– Completed and Attached
- ✓ Required Confidentiality Claim Form – Completed and Attached
- ✓ Conflict of Interest Questionnaire – Form CIQ – Not Applicable
- ✓ Disclosure of Lobbying Activities – Standard Form – LLL – Not Applicable
- ✓ Current Form W-9 – Completed and Attached
- ✓ Certificates & Licenses (Supplemental Vendor Information Only)
- ✓ Supplemental Vendor Information (Supplemental Vendor Information Only) - Completed and Attached
- ✓ Vendor Logo (Supplemental Vendor Information Only)

TSCTI fully understands and accepts the Scope of Work without any limitations. We acknowledge and agree to all terms, conditions, and insurance requirements specified in the TIPS's Contract, with no exceptions. Our response focuses on the specific items outlined in the solicitation, and we are confident that it meets all the TIPS's requirements. However, if any deficiency is identified, we kindly request prompt notification to allow us the opportunity to address and rectify it. For further inquiries or additional information, please refer to the contact details provided below. We eagerly anticipate a mutually beneficial partnership.

Authorized Signatory,



Yasamine Rafik, Administrator

3090 Nowitzki Way Suite 300, Dallas, TX 75219

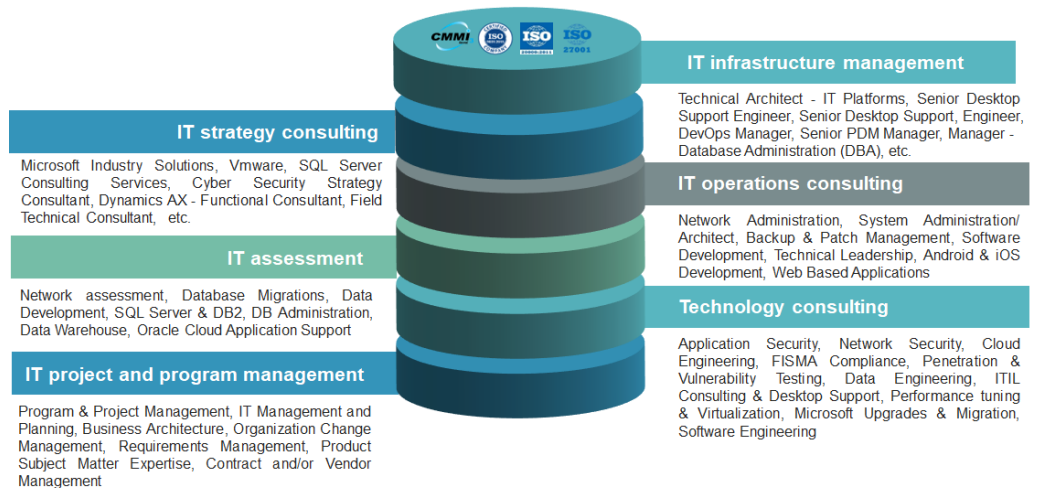
Phone: (866) 537-9191 Ext 2 | **Fax:** 732-537-0888 | **Email:** sledproposals@tscti.com

Statement Of Qualifications And Experience

TSCTI, a well-established Technology Support Services provider, was *founded in 1997 in the State of New Jersey*. The company has its headquarters located in *McLean, VA, and a local office in Dallas, TX*. With over 26 years of experience in the industry, TSCTI has gained maturity and expertise. The company has achieved significant milestones, such as being appraised at *CMMI Level 3 and certified with ISO 9001:2015, 20000-1:2018, and 27001:2013 standards*. TSCTI has a strong presence across the nation, operating in all 50 states and multiple multimillion cooperative contracts. With a remarkable *D&B Open rating score of 93*, the company has a proven track record of delivering exceptional services to a wide range of clients, including TIPS's members. Customer satisfaction has always been a top priority for TSCTI, and the company takes pride in consistently meeting and exceeding customer expectations. We bring a mix of innovative technology consulting and support expertise to customers in State, Local, and Quasi government. As our name implies, we are a forward-thinking company to help our customers implement innovative IT support & solutions. We combine real-world experience, specialized skills, innovative thinking, and industry knowledge to deliver quality services focused on customer satisfaction. At our core, we are about people – customers, employees, and communities. As an IT services firm of 26 years standing, our processes are robust, mature, operated by a highly trained team, and enabled by a proven set of tools.

With **6000+** internal employees, a trained team consisting of **300+** domain-specific recruiters, data miners, and research analysts, proprietary resume database of **5.1M+**, TSCTI is capable of providing the right professionals within the minimal timeline. We have over 02 decades of experience in providing similar services on over 350 contracts with Federal, State, and local agencies as prime contractors. As one of the premier project management firms, TSCTI offers a comprehensive array of services as well as world-class IT services. Our 26 years of experience have led us to structure our IT Consulting services in such a way that it reduces operational costs, increases customer satisfaction, adds competitive differentiation, and enables transformation to the client business processes and operations. Over 90% of our revenue comes from government contracts which reflects the stability, integrity, maturity and knowledge of government processes and procedures.

At TSCTI we work with our clients to develop multi-faceted solutions integrating strategy, innovation, analytics, and process improvements. The TSCTI team ensures the successful implementation of best practice solutions while minimizing disruption and maximizing Return on Investment (ROI) for our clients. Our consultants' qualifications include 45% having a master's degree, 90% having a bachelor's degree, and 40% having certification in their key skills/ technologies. Most of the candidates offered by us are certified professionals in their respective fields.



TIPS Awarded Vendor: TSCTI has established a successful partnership with the "**Texas Region 8 Education Service Center (Region 8 ESC)**" and is proud to offer our technical services to a diverse range of TIPS members. This experience has provided us with valuable insights into the unique environments, contractual obligations, and specific requirements associated with these contracts.

Other Statewide Cooperative Purchasing Contracts: TSCTI is providing the services under 15+ cooperative purchasing programs across the nation including *Education Service Center, Region 20, Education Service Center, Region 8, Education Service Center, Region 14, Education Service Center, Region 19, Special Education Web Based Management*

Systems – ESC, Region 19 Allied States Cooperative, TX Goodbuy Purchasing Cooperative and Choice Partners in the State of Texas. During the implementation, we have assigned dedicated and local teams who are responsible for providing the services under these programs within the first week. We have initiated to market of these contracts from day 1 as per our marking plan. This gives us the privilege to boost sales under these contracts. Today we are successfully managing below mentioned contracts with 100% satisfaction.

Education Service Center, Region 8 (Texas)	NASPO ValuePoint
Goodbuy Purchasing Cooperative (Texas)	Omnia Partners
Education Service Center, Region 14 (Texas)	Education Service Center, Region 20 (Texas)
Education Service Center, Region 19 (Texas)	Cooperative Purchasing/eMACS Support (Montana)
Cooperative Educational Services (New Mexico)	S.E. Florida governmental purchasing Cooperative group
Special Education Web-Based Management Systems - ESC Region 19 Allied States Cooperative, TX	

Experience with the State of Texas


TSCTI has a strong presence in the State of Texas in providing a variety of similar IT Services to various government agencies.

TSCTI's Clients in the State of Texas		
City of Garland	Good buy Standing, Corpus Christi	Gulf Coast Community Services Association
City of Fort Worth	Alamo Colleges District	City of Austin
City of Houston	Birdville Independent School District	Grapevine-Colleyville Independent School District
Dallas County	Dallas Area Rapid Transit	Harris County Department of Education
City of Dallas	Dallas Independent School District	Harris County Toll Road Authority
Colorado River Authority	Department of Information Resources	Harris County Department of Education, Choice Partners
Region 14 Education Service Center	El Paso Waters Utilities	Houston Independent School District
San Antonio Water System Tarrant County	Education Service Center, Region 10	Houston-Galveston Area Council
Texas Comptroller of Public Accounts Texas	Fort Bend Independent School District	Jefferson County Drainage District No. 7 Lower
Region 8 Education Service Center	Frisco Independent School District	Lewisville Independent School District San Jacinto
Workforce Solution Board, TX	Education Service Center Region 14	El-Paso Housing Authority
Community College District	Education Service Center Region 19	Education Service Center Region 8
Education Service Center Region 20	Alamo Colleges District	Arlington Independent School District
Fort Worth Housing Authority	Dallas Area Rapid Transit_ IT Recruitment	Education Service Centre_ Region 20 (2022)
University of Texas at Arlington		

Key Statistics & Differentiators:

- **Local and experienced Project Management Team:** TSCTI has an experienced local Project Management team who holds expertise in handling similar clients in the past.
- **Local offices:** TSCTI has a local office in the State of TX. We will utilize our office located in **Dallas, TX**, and HQ located at **McLean, VA 22102** to serve the TIPS.
- **Smart and Automated Tools:** TSCTI utilizes Smart and Automated Tools that will help us to provide seamless services to the TIPS. We use industries' best tools and technologies that not only streamline our process but also reduce the response time and paperwork and keep our costs competitive as well as give us a secure and reliable platform.
 - **ERPKick:** Our flagship platform, ERPKick, is a dedicated workforce management solution fully configurable to address the unique requirements of individual agencies like TIPS members. ERPKick is utilized as a Project Management & Tracking System (SMTS). ERPKick can effectively manage cost, performance, risk, and schedule we monitor and manage the measurements using automated tools that provide the government with real-time visibility into our processes and ongoing work. Through this, we can manage the overall contract and consultants, and perform electronic onboarding (E-onboarding), timesheet management, and payroll. This gives us a comprehensive solution for tracking Timesheets, Time-off, Expenses & Project time management - integrated with Self-service portals, automatic AR/AP invoicing, Payroll Reports, Commissions & profitability reports. It also helps us in tracking all billing engagements/placements along with associated Bill rates & Pay rates.



- **JobDiva:** Our Applicant Tracking System and a front-to-back Talent Management solution. JobDiva gives us a solution to streamline all our recruitment and staffing needs, by integrating our subscribed job boards (*Indeed, Monster, CareerBuilder, ZipRecruiter, Craigslist, Dice, and LinkedIn*). 
- **Screening Tools:** TSCTI uses premium screening tools such as *IBM Kenexa, Skillcheck, and Brainbench* to screen the candidate's skill by domain-specific skill Assessment tests.

Financial Stability: Operating as an S- Corporation, with a D&B open rating score of **95**, TSCTI is a financially stable company. In the year 2022, we were financially evaluated at **\$395+ Million**. TSCTI does not have any pending mergers or financial liabilities that may affect this current contract. TSCTI states that it has never filed bankruptcy, pending litigation, planned office closures, or impending merger and possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning, and future maintenance activities listed in the solicitation, without assistance from an external source. TSCTI currently has a credit line of \$10 Million and holds deposits of over \$56million at the Bank and has the required financial capacity to provide the services. We don't have any short-term or long-term debts.



Our Alliances & Partnerships:





TSCTI has developed key partnerships to deliver the best-of-breed solution to its clients. We are Microsoft Certified Gold Partner, and Oracle Certified Gold Partner and have developed strategic partnerships with leading providers of open-standard software platforms, which have enabled us to provide premium-quality services to our clients through early access to new technologies as well as preferred access to training and technical support. We have alliances with several leading technology companies like Microsoft, HP, Oracle, Juniper, SolarWinds, Cisco, VMWare, Dell, IBM, Sybase, Business Objects, SAP, Cognos, & Actuate, etc. TSCTI practices are based on the leading technologies in the industry. We emphasize on each practice member/ employee obtain training and certifications on the relevant technology. The partnership model enables our consultants to keep abreast of new technology & certifications.





Company	Partnership Level
Oracle	Gold Level
Microsoft	Gold Level
HP	Registered Partner
IBM	Registered Partner
Dell	Authorized Reseller
Cisco	Registered Partner
Lenovo	Authorized Lenovo Reseller
Amazon AWS	Registered Partner
SolarWinds	Registered Partner
Red Hat	RedHat Ready- Solution Provider partner
UI Path	Consulting Partner
Salesforce	Consulting Partner
ServiceNow	Registered Partner
Cherwell Software	License, Solutions and Professional Services
Evolveware	Registered Partner
CA	Registered Partner

TSCTI’s Certifications & Licenses: As part of our unrelenting focus on quality and compliance, TSCTI Technologies’ delivery is based on Certified Matured Processes including **CMMI L3 Dev & SVC, 9001:2015, 20000- 1:2018, and 27001:2013, etc.**

Quality Standard	Benefits to TIPS Member
	Implementation of a certified high-level process will improve TIPS’s framework that assures the delivery of superior product, system, and service solutions. Also, by providing an improved schedule, budget predictability, improved cycle time, increased productivity, improved quality, increased customer satisfaction, increased return on investment, and more, Commonwealth will get a smooth contracting experience with TSCTI
	With ITIL, TSCTI focuses on TIPS’s continuous process improvement for production and efficiency. Using ITIL methodology TSCTI will directly benefit TIPS with a higher return on investment and a reduced total cost of ownership. With ITIL TSCTI will advocate IT services which must be aligned to the needs of the TIPS and underpin the core business processes. TSCTI will guide TIPS on how to use IT as a tool to facilitate business change, transformation, and growth. The ITIL best practices provide a systematic and professional approach to the management of IT services, enabling organizations to deliver appropriate services and continually ensure they are meeting business goals and delivering benefits.
PMBOK Guide and Standards	PMI global standards provide guidelines, rules, and characteristics for project, program, and portfolio management to TSCTI. These standards are widely accepted and, we consistently apply this to our global peers and will help TIPS to achieve professional excellence. It helps us to ensure that our project management knowledge and frameworks are up-to-date and are constantly enhancing our service-providing ability.
	Consistent, repeatable processes for predictable results and benchmarks. Better visibility into management control functions for TIPS.
	Continual process improvement maximizes TSCTI’s efficiency, reduces total cost of ownership, and results in a bigger return on investment for TIPS. Fundamental shift to pro-active rather than re-active processes, TSCTI has been the Alignment of information technology services and business strategy.

ISO 27001:2013

Framework that focuses on quality standards, applied to Security and Information Assurance (IA). TSCTI will achieve a more effective IA posture for IT support for TIPS.

TSCTI Awards and Recognitions: TSCTI has been recognized for its delivery excellence, customer focus, business growth and its commitment and dedication to its employees. We are recognized as trusted advisers and innovators who deliver on our clients' largest and most complex projects. We are one of the few firms with the scale, reach and capabilities to help government clients meet the ever-evolving digital expectations of their customers and citizens. With innovative offerings, our consultants have limitless opportunities to make a difference for the clients and communities we serve. TSCTI's acumen includes the following awards:

- 3rd rank in NJ Fast 50 (2018)
- Forbes Best Software company to work (2022)
- SIA 2021 Fastest-Growing US Staffing Firms - Rank 17 (2021)
- Most Promising Low Code No Code Platform Solutions Provider 2022 - CIO Review (2022)
- Top 10 most promising SharePoint Solutions Provides by CIO Review magazine (2019)
- 10 Time Inc. 5,000 Honoree (2021)
- Most Promising CLOUD Services Companies 2021 – CIO Review (2021)
- Washington Technologies ranks TSCTI 12th fastest-growing Government Business (2021)
- Inc. 500 ranks TSCTI 86th fastest-growing NJ company (2021)
- Top Diversity-Owned Business in the USA
- CRN 100 fast growth (2021)
- Top 500 diversity businesses in the nation (2020)
- Top 500 Global Software Magazine award for the fastest-growing company (2012)
- 1071 Rank on Inc. 5,000 list of the fastest-growing private companies in America (2021)

**TSCTI's Unique selling Points:**

- **Our value-added services:** TSCTI's unique selling points have always differentiated us from our competitors- such as skills testing using multiple tools, background checks, drug testing, and compliance with relevant labor laws and regulations. These services have helped our clients make more informed hiring decisions and reduce risk.
- **Job Order fulfillment:** The Job Order fulfillment procedures at TSCTI are based on our in-depth knowledge of the needs of public entities and our dedication to gaining and maintaining an understanding of each client's unique recruitment needs. We will understand the skills, qualifications, experience, and other requirements of the positions and prepare and align resources to effectively advertisement of the job, candidate outreach, and sourcing the candidates from local, statewide, and national markets within the defined timeframe. Our recruitment and candidate sourcing processes can be customized according to each Job Order released by the TIPS to further ensure that adequate qualified candidates are available in the pipeline for replacement.
- **Pre-Employment Screening:** Before directing candidates to TIPS TSCTI's account management team, in conjunction with the appropriate client representative(s), will evaluate what skill and behavioral assessment and pre-employment background screening will be utilized. TSCTI assures TIPS and its Human Resource Department that our screening services will meet the most rigorous requirements.
- **Quality Control:** To ensure that our performance meets the requirements of TIPS, TSCTI will use the processes established in our proven Quality Control Program. The overall purpose of TSCTI's Quality Control Program is to guarantee that TSCTI provides its clients with the level of service they expect from a leader in the technical staffing services industry.



- **Billing and Invoicing:** TSCTI will provide accurate, concise, and timely invoices to the TIPS. If changes are required to the invoicing process during the term of the contract, TSCTI will work with the appropriate client representative(s) to modify its invoice process and ensure that TSCTI remains fully compatible with the invoice processing requirements.
- **Management Reports:** TSCTI will provide access to all management reports to the TIPS. Our reporting platform gives the flexibility to customize the reports according to the requirements. These reports will also include the Number of recruitment efforts engaged, the number of views per recruitment, the number of applicants resulting from recruitment efforts, etc.
- **Payrolling Services:** We offer payroll processing services and management of benefits, workers' compensation, and unemployment claims. From traditional payroll services to managed solutions with numerous value-added options, we work with clients to develop customized payroll outsourcing plans that align and flex with their talent strategy and help to meet their business goals. TSCTI's payroll services are an agile solution for our client's payroll administration. We have strong experience in Tax obligations, Pay structure, Employment posters, Employee handbooks, Payroll system/administration, Performance evaluation process, Personnel files, Benefits plans, HR budgets, Hiring procedures, Job descriptions, Safety procedures, etc.
- **Expertise and Skills:** TSCTI will help the TIPS Member to build its quality IT services on an as-needed basis with a TIPS-oriented mentality and skills to keep the department safe, organized, and running smoothly. Our specialists, from in-house SMEs to proposed candidates are vastly different from — and have vastly different specializations than — the one you'll be offered by the rest of the market. To thrive in today's ultra-competitive judicial environment, we have reliable access to candidates who are the right fit for your workplace and have a range of highly in-demand and hard-to-source skill sets.

TSCTI's Proposed Services

22nd Century Technologies, Inc. (TSCTI) offers a wide range of consulting and other services to its clients across the U.S. To know more, please visit <https://www.tscti.com/>.

Project-Based Work: TSCTI's growing success results from its consistent experience in technology transformations. TSCTI has gained expertise in IT project-based work, aligning IT experienced staff and delivering next-generation solutions ranging from new development, modernization, and legacy modernization to AI and ML-based solutions. Our Digital Transformation Center of Excellence (CoE) anchors the development of competencies, provides thought leadership, incubates new ideas such as our CloudTech low-code platform designed for the public sector, and underscores and empowers almost all we do both for our customers and employees. Our processes have been built over the years with experience gained from millions of hours of supporting our clients in their mission-critical modernization and transformation efforts covering applications, security, and on-prem, cloud, and hybrid IT infrastructure. Our Digital Solutions and Services are now powering transformation at *USDA, DOL, IRS (application modernization), Florida (Retirement Systems), NY State, and Louisiana (EDLINK)*.

Immediate need/emergency Projects: We provide emergency services to various State, Federal and Local government agencies. TSCTI's strong local business existence combined with strong business experience with the State of TX on similar emergency staffing services has led us to resolve a Volume of temporary assignments, Last-minute callouts, Multiple shifts, Project-initiated work, Regular, large, last-minute orders, etc.

Staff/labor augmentation: a) Ad Hoc Staffing: TSCTI can provide requirements Ad Hoc Staffing. We can fulfill immediate staffing demands in as short as 6 to 24 hours. TSCTI has a resume pool of readily available staff, who are pre-vetted. They will be screened and tested properly as per our standard operating procedures. Readily staff can also be our internal staff, on our payroll currently not working on any project.

TSCTI will follow a general process for this requirement:

- 1) The city will make requests (task orders) for a specific need.
- 2) Prequalified vendors shall submit resumes of candidates possessing the minimum technical skills and educational requirements needed for the position.
- 3) Interviews with selected candidates will be scheduled. If a qualified candidate has worked on prior engagements, performance, exhibition of skills and qualifications demonstrated on the prior projects can be used in lieu of an interview process.
- 4) Upon candidate selection, submitting agencies will be notified, and terms, and periods of service, along with specific project documentation will be provided to the agency and select a candidate.
- 5) A Purchase Order is issued to the successful vendor.

b) Planned Staffing: TSCTI uses JobDiva as its Applicant Tracking Tool (ATS). JobDiva is an all-in-one software including Applicant Tracking System, a front-to-back Talent Management solution, a Customer Relationship Management (CRM) application, E-Verify tool, On-boarding, Reports, and a dashboard and for Billing & Invoices. **Job Diva is a CRM-based tool, that has over 5M database synchronized with various job boards plus TSCTI's active employee database. With sorted data of active, inactive, and do not disturb data clearly marked, segregated and dynamic database**, so that people actively looking for jobs can be reached. TSCTI uses Job Diva as a Tracking candidate and front-to-back Talent Management solution. All staff that are out of the market and not looking for jobs are marked and separated by recruitment and backend teams, to keep only active employees. Sorting is a continuous operation and apart from human involvement, all data is also detected, and the removal of inactive profiles is automatically done by the ATS.

A powerful cloud solution, Job Diva combines a CRM, synchronization with all major job boards and the largest resume database to deliver staffing solutions with unmatched precision. Our current **resume list is of 5.1M+ resumes of qualified professionals**. Also, it allows us to search candidates as per the geographical location and keep the default distance from the actual work location of a 30-mile radius. ATS offers a unique ability to search **resumes for skills by years of experience, special certification, qualification and training, location, and specific pay rate** and can exclude or include any desired information for a given client. Therefore, provide the capability to search candidates with any given specifics.

Our Service Portfolio

Data Storage Services, Data Back-Up Services

TSCTI is a **Microsoft Gold Certified Partner** having more than two decades of experience helping businesses of all sizes to design, install, and maintain email systems and a dozen years of professional experience supporting Data Center Support/Services. Our team of experts is well-versed in a wide range of data center technologies and services, including server administration, network infrastructure, storage management, security solutions, and more. Our **CMMI Level 3 Certifications**, and our commitment to providing fully integrated and cloud-based IT solutions, TSCTI offers a host of VMware management solutions. Ranging from consulting to true management, we have the tools and expertise to keep Client operations running smoothly. TSCTI enjoys a partnership with VMware, perfectly positioning us to help The Client's business navigate the waters of operating a VM infrastructure. Our highly trained IT consultants with up-to-date certifications will ensure that The Client's virtual cloud network infrastructure is fully optimized and ready to help you reach The Client's organization's goals.



Our **VMware Certified professionals** provide Assessment Services, Advanced network infrastructure analysis, Security policy consultation, On-site security appliance installation, Managed Firewall & Infrastructure, Infrastructure Monitoring, Hardware & software product recommendations & sales, Custom application development, System administration, etc. to various clients all across the US, such as *State of Texas - Department of Information Resources, (DIR), TX, State of Louisiana, EDLINK, City Of New Orleans, Los Angeles Community College District, CA, City of Phoenix, Aviation Department, AZ, Long Island Power Authority (LIPA), NY, etc.* We have successfully delivered VMware consulting projects for Fortune 500 large enterprises, midsize enterprises, and small businesses—allowing these organizations to take full advantage of their investments in IT infrastructure, software tools, and cloud technologies. Our clients rely on us for their most challenging VMware consulting projects. Our information technology and development experience help organizations transition to an automated computing environment that leverages advanced cloud techniques.

As a licensed firm, we take pride in our commitment to delivering high-quality services that are fully compliant with industry standards and regulations. We have invested heavily in our infrastructure, including state-of-the-art data centers, advanced monitoring and management tools, and top-notch security measures, to ensure that your data is always secure and accessible. We understand that every data center is unique, and that's why we take a personalized approach to our services. We work closely with our clients to understand their specific needs and requirements and develop customized solutions that meet those needs. Whether The Client needs support for a single server or a complex network infrastructure, we have the expertise and resources to help.

- **VMware support:** We provide installation, configuration, and administration of VMware infrastructure, including ESXi, vCenter Server, and vSphere Client. We also offer performance monitoring and optimization, backup and recovery solutions, and troubleshooting and resolution of issues related to VMware infrastructure and VMs.
- **Veeam support:** We provide installation and configuration of Veeam Backup and Replication solutions, backup and replication of virtual and physical environments, recovery of data from backups and replicas, and implementation of disaster recovery and business continuity solutions using Veeam.
- **HPE Infrastructure support:** We provide installation, configuration, and administration of HPE infrastructure, including Synergy, Nimble, 3PAR, and Store Once. We also offer performance monitoring and optimization, backup and recovery solutions, troubleshooting and resolution of issues related to HPE infrastructure.
- **Windows Server support:** We provide installation, configuration, and administration of Windows Server 2016 and newer, implementation and management of Active Directory, DNS, DHCP, and other core Windows Server services, and provisioning and management of virtual machines on Hyper-V. We also offer performance monitoring and optimization, backup, and recovery solutions, troubleshooting and resolution of issues related to Windows Server infrastructure and VMs.
- **Linux OS support:** We provide installation, configuration, and administration of Linux operating systems, including CentOS, Ubuntu, and Red Hat Enterprise Linux, implementation, and management of core Linux services, including

Apache, MySQL, and Samba, and provisioning and management of virtual machines on KVM or other hypervisors. We also offer performance monitoring and optimization, backup, and recovery solutions, troubleshooting and resolution of issues related to Linux infrastructure and VMs.

We pride ourselves on our exceptional customer service and support. Our team of experts is always available to answer The Client's questions, provide technical assistance, and help The Client make the most of your data center investment.

Network Connectivity Services

TSCTI's **Cisco-certified CCIE network consultants** for **more than two decades** can provide expert online and onsite support and troubleshooting for Cisco's Catalyst, Nexus, and Meraki families of managed switches for environments that range from small businesses and campus LANs to enterprise data centers and service providers. Our team of certified network engineers has extensive experience in supporting a wide range of technologies, including Fortinet, Ruckus, Cisco, SD-WAN technology, and layer 2 & 3 routings.



Our network support services provide The Client with the expertise and resources needed to manage and maintain their network infrastructure. These services include installation, configuration, administration, monitoring, optimization, backup, and recovery solutions, and troubleshooting and resolution of issues related to network infrastructure. With network support services, businesses can ensure their network infrastructure is running smoothly and efficiently, minimizing downtime, maximizing productivity, and enhancing security. These services are particularly important for businesses with mission-critical applications, remote offices, and mobile workers. At TSCTI, we offer a comprehensive range of network support services to meet the needs of businesses of all sizes. We are committed to delivering high-quality network support services that help our clients achieve their business goals. Our services include:

- **Fortinet support:** We provide installation, configuration, and administration of Fortinet NG Fortigates, FortiManager, Access Points, and VPN. We also offer performance monitoring and optimization, backup, and recovery solutions, and troubleshooting and resolution of issues related to Fortinet infrastructure.
- **Ruckus support:** We provide installation, configuration, and administration of Ruckus Access Points, troubleshooting and resolution of issues related to Ruckus infrastructure.
- **Cisco support:** We provide installation, configuration, and administration of Cisco Routers, switches & Meraki. We also offer performance monitoring and optimization, backup, and recovery solutions, and troubleshooting and resolution of issues related to Cisco infrastructure.
- **SD-WAN technology:** We provide installation, configuration, and administration of SD-WAN technology, including Cisco Viptela and Fortinet SD-WAN. We also offer performance monitoring and optimization, backup, and recovery solutions, troubleshooting and resolution of issues related to SD-WAN infrastructure.
- **Layer 2 & 3 routing:** We provide installation, configuration, and administration of Layer 2 & 3 routing, including BGP protocol, using tools and licenses such as Cisco Prime Infrastructure and SolarWinds. We also offer performance monitoring and optimization, backup, and recovery solutions, and troubleshooting and resolution of issues related to layer 2 & 3 routing.

Overall, we are committed to delivering high-quality network support services that help our clients achieve their business goals. Whether you need help with Fortinet, Ruckus, Cisco, SD-WAN technology, or layer 2 & 3 routings, we have the expertise and experience to ensure your network infrastructure is running smoothly and efficiently.

IT Strategy and Planning Support

Our services are designed to be accessible — to be engaged individually or end-to-end, based on what the business or the market challenge demands. TSCTI's approach to digital transformation consulting is built on a legacy of global technology experience. We understand the importance (and urgency) of giving a voice to technology early and often to deliver solutions that are both successful at the onset and scalable in the long term. Our digital consultants bring a passion for future thinking

alongside practical business savvy. We thrive on challenges that demand complex thinking and a focus on people and processes. We are client partners and technologists, strategists and pragmatists, goal setters and customer-minded thinkers.



Our IT Strategy and Planning services are designed to assist organizations in aligning their technology initiatives with their overall business objectives. With our expertise and industry knowledge, we offer comprehensive solutions to help clients develop robust IT strategies that drive growth, improve efficiency, and enhance competitiveness.

We also offer IT Governance and Risk Management services to ensure our clients have effective frameworks in place for managing their IT operations. We assess the existing governance structure and develop policies, procedures, and decision-making processes that enhance transparency, accountability, and alignment with industry best practices. Additionally, we conduct risk assessments and develop risk management strategies to mitigate potential IT-related risks, safeguarding our clients' valuable assets and ensuring business continuity.

Furthermore, we offer IT Project Portfolio Management services to assist organizations in prioritizing, planning, and executing their technology initiatives effectively. We work closely with our clients to identify and evaluate potential projects, assess their feasibility, and develop project management frameworks to ensure successful implementation. Our goal is to optimize project outcomes, minimize risks, and maximize returns on technology investments.

Finally, our IT Roadmap and Transformation Planning services help organizations navigate complex digital transformations. We collaborate closely with our clients to define their digital vision, assess readiness, and create a detailed roadmap that outlines the necessary steps, resources, and timelines for successful transformation. We guide throughout the process, enabling our clients to leverage emerging technologies, streamline operations, and achieve their digital objectives.

Our IT Strategy and Planning service portfolio combines industry expertise, comprehensive analysis, and strategic insights to empower organizations to leverage technology effectively, drive innovation, and achieve their business objectives in today's rapidly evolving digital landscape.

Software Development and Integration

Drawing upon decades of experience across many industries, our team delivers scalable, secure, and reliable applications that address even the most complex business requirements of Global and Fortune 1000 companies. We leverage Agile methodologies, repeatable development processes, and best practices to develop solutions that:

- ✓ Minimize time-to-market
- ✓ Deliver high-quality user experiences
- ✓ Minimize cost and risk
- ✓ Optimize quality and performance for our clients

Software product management and engineering is changing rapidly with the shift to multitenant cloud offers, the breaking down of monolithic architectures, the expectation of rapid upgrades, and the relentless focus on design. Products are doing more than ever, from gathering usage insights to providing customers with an in-product entry point for training, upgrades, and support. Product development organizations are under constant pressure to generate more big ideas with the potential to be the next big market-makers and make products more intelligent, all while accelerating time to value, increasing profitability, reducing costs, and providing consumer-grade product experiences.

What we do:

- **Product and R&D strategy** – Manage product portfolio, develop platform strategy, align innovation and commercialization, make ideation design-centric using advanced product analytics, and design new product introduction processes
- **Development modernization** – Help modernize applications by refactoring code, containerizing applications, and designing and implementing product telemetry and product data simplification
- **Software and SaaS pricing** – Design pricing and packaging strategies for a subscription- and usage-based offers to enable tiered offers, dynamic pricing, and land-and-expand models
- **Product life cycle management** – Optimize the product life cycle to meet requirements of frequent releases and continuous refreshes through the enablement of agile development methodology, as well as leading PLM technologies
- **R&D organization and talent** – Establish a sustainable and flexible operating model to build cross-functional product management pods, enable platform-based offerings, and attract and develop top R&D talent

Cybersecurity and Risk Management

With *over 26 years of experience* in Cyber security, development, assessment, deploying, optimizing and maturation support to government agencies including various clients such as the *Dallas Area Rapid Transit authority, City of Phoenix - Aviation Department, Chicago Transit Authority, Wayne County Airport Authority, Metropolitan Transportation Authority NY, Washington Metropolitan Area Transit Authority, Regional Transportation Authority, Cook County, City Colleges of Chicago, Kane County, etc.* and many more. With *more than 600 in-house cybersecurity practitioners*, TSCTI simplifies security and risk with continuous 24x7, value-driven monitoring, management, and threat intelligence.

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We work with law enforcement, regulators and a large ecosystem of sector specialists who provide continuous cyber defense support, trend analysis, threat hunting, advanced threat analytics and more. Some of our top ecosystem partners include *ServiceNow, Microsoft, AWS, etc.* We are currently supporting *14 Executive Federal Agencies, DoD, Army, Navy, and Air Force* in sensitive security initiatives. We have strong experience governing policies and processes to safeguard information technology assets, cybersecurity support, availability, confidentiality, and integrity based on industry best practice and **ISO/IEC 17799/27001**.

To maintain consistency of delivery, reduce risks to you, and be more efficient in our delivery, we have developed a tailored methodology and approach. We continually fine-tune our methodology based on experience gained through the performance of such services for both public and private sector clients. Our incident response and forensic investigation approach focuses on delivering investigative services as part of a broader focus on preparing the organization for a disruption while remaining dynamic, fluid, and quick to respond.

As a leading cybersecurity consulting firm, our mission is to help organizations protect their assets from cyber threats and attacks. With a team of experienced cybersecurity professionals, we provide a comprehensive range of services that cover the full spectrum of cybersecurity needs. Our experience in assessments involves conducting thorough security assessments to identify vulnerabilities and potential security gaps in systems, networks, and applications. We utilize industry-leading tools and techniques to ensure that our clients' security controls, policies, and procedures meet the highest standards of cybersecurity. Penetration testing is another key area where we help our clients to identify potential security flaws that could be exploited by cybercriminals. Our team of ethical hackers simulates an attack on a system or network to identify vulnerabilities that need to be remediated. We provide detailed reports that highlight the steps required to mitigate these vulnerabilities, ensuring that our clients' systems are secure and protected.

Forensics Investigation, where we help our clients investigate security incidents and data breaches. Our team of digital forensic experts uses state-of-the-art techniques to collect and analyze digital evidence, providing our clients with a clear understanding of the root cause of the incident and any potential vulnerabilities that need to be addressed. In the event of a security incident or breach, our Incident Response team provides a rapid response to minimize the impact of the incident and prevent it from spreading further. TSCTI works closely with our clients to identify the cause of the incident, contain it, and remediate the issue as quickly and efficiently as possible.

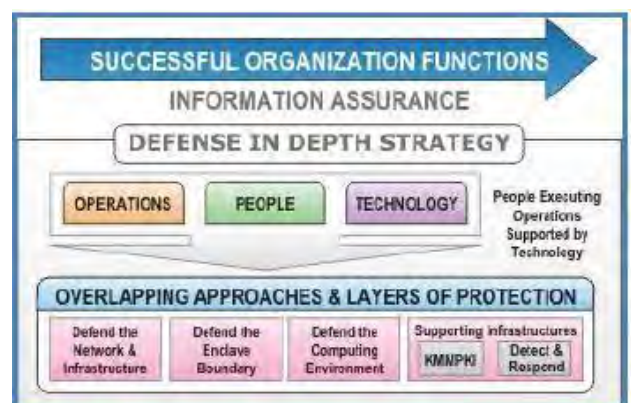
Finally, we believe that a key component of any cybersecurity program is awareness and training. We provide our clients with customized training programs that educate their employees on the latest cybersecurity threats and how to avoid them. Our programs are designed to raise awareness of cybersecurity risks and empower employees to take proactive steps to protect their organization.

In addition to our relevant qualifications, strong team, and demonstrated methodology and approach, the following section of our response further reinforces why we are the leading and lowest-risk option for The Client. The delivery of quality professional services is at the core of what we do. Our focus is to continuously enrich and expand client relationships and better anticipate and meet the client's personal service preferences in areas, such as communication, timing, and behavior protocol. Our service approach is client focused and is well-suited to the way clients want to be served; they demand uniformly high quality and an in-depth understanding of the client's requirements. Based on our experience, we believe the top factors for a successful long-term relationship with our clients include:

- Maintaining a multidisciplinary client service team with specific competencies to support the client's changing needs as it grows and evolves over time
- A flexible approach that is tailored to the client's business, industry, issues, and risks
- An alignment of organizational cultures
- Proactive, candid communication throughout the engagement
- Engagement team members who are accessible and responsive
- Collaborative scheduling, planning, execution, and reporting of activities
- Timely, transparent resolution of issues
- Ongoing assessments of our performance

We have extensive experience in providing services involving government security programs based on security standards like *FISMA and NIST*. With our proven Enterprise Security Integration strategy and Information Assurance (IA) framework as a template for success, we will enable Agencies to meet their baseline security requirements for their programs. We understand that security is crucial to Agencies' day-to-day business operations. Before starting the operation, we will establish a security management and information assurance program that will meet the Agency's security goals and objectives by understanding the commission's mission, strategic plans, external influences, and security policies.

TSCTI has been providing security operational and analytical support for all layers of infrastructure starting from the network, OS like Windows, Unix/ Linux, Mainframe, middleware, web servers, and



databases. We have analyzed and evaluated new and emerging security technologies as well as vendor security products for their applicability and feasibility of use in securing hardware/software IT and telecommunications resources. TSCTI services include supporting customer security operations and providing technical training for all aspects of information security. We have extensively performed security audits and/or penetration testing of IT systems and applications.

Cloud Computing Solutions

The leading public cloud providers offer an array of innovative products-as-a-service that can be accessed on their platforms and help banks implement business and operating models to improve revenue generation, increase customer insights, contain costs, deliver market-relevant products quickly and efficiently, and help monetize enterprise data assets. The cloud also offers a huge opportunity to synchronize the enterprise; to break down operational and data silos across risk, finance, regulatory, customer support, and more. Once massive data sets are combined in one place, the organization can apply advanced analytics for integrated insights.

- ✓ **Advise and strategize:** Cloud transformations can be complex, and there's no one-size-fits-all approach. That's why we tailor solutions to help meet the demands of your industry and organization while keeping your cultural transformation and economics in mind. Hybrid, multi, private, or public cloud—we help assess where you are and create a roadmap to help maximize your cloud potential.
- ✓ **Implement and govern:** Whether you're migrating from a data center, modernizing for a cloud-first organization, or developing your applications in the cloud, our industry experience and innovative products help you build a reliable foundation for growth and future innovation.
- ✓ **Operate and innovate:** Operating in a cloud environment can be challenging—and operating multi-cloud and hybrid models only increases that complexity. Our Cloud Operate Services provide infrastructure management, as well as compliance and cybersecurity services, delivering resilient and reliable operations for enterprise cloud workloads. By combining our Cloud Managed Services with other offerings, we can deliver business outcomes as a set of cloud-hosted, scalable, and on-demand services to help you innovate and realize the full value of your cloud.

IT Project Management

TSCTI helps organizations improve business processes and overall efficiency by providing industry-leading program and project management consulting services, methods, and tools. We provide suitable enhancement solutions to our customers for business management. Our solutions are aimed to infuse our customers' systems with agility and improve their Project Portfolio Performance (PPP). TSCTI has a strong history of implementing process innovations that combine project management, applications development, systems integration, and service delivery best practices in its solution. In Our Services:

- Core processes are followed in every project; examples include Project Planning and Oversight, Risk Management, and Measurement and Analysis
- Variable processes are only followed as applicable, depending on the nature and size of the project
- Process-related templates and materials are customized to each project, within acceptable bounds of CMMI maturity practices
- Performance metrics are captured for each process applied; specific acceptable thresholds and corrective actions are defined at project onset.

This model allows us to customize our efforts to best serve projects as disparate as operations support, wide-scale systems integration, and cutting-edge application development while maintaining consistent, disciplined oversight of operations.

IT Support and Managed Services

Our Managed IT Services team can manage, maintain, and support your entire IT infrastructure. We keep your business up and running at optimum performance levels while helping you save time and money. From the data center to the desktop, we meet all your day-to-day IT challenges by leveraging our specialized team of experts. Our team customizes a strategy that drives down costs while improving the consistency, security, and quality of your IT experience. Here are the benefits of working with us:

- Predictable and reduced operational costs with a fixed monthly fee to cover your unique needs

- Proactive IT support that improves reliability and security
- Clear visibility of your current technology with support from a virtual CIO to help you plan and implement your future strategy
- National US-based help desk
- Access to a wide range of specialized engineers

MANAGED DATA PROTECTION

Our data protection solutions enable you to protect your critical data assets, whether they are on-premises or in the cloud. Our team of highly-qualified engineers works with you to establish the ideal level of security for your organization. Services include:

- Backup support (local and cloud)
- Restores (file and folder as well as monthly restores)
- Data recovery support
- Failover support

IT Audit and Compliance

TSCTI is a full-service Global IT Security Compliance Consulting Firm providing regulatory compliance programs & cyber security compliance consulting services. Let us help you achieve IT compliance; we understand that every organization is different and work with our clients to ensure we implement the right regulatory compliance services and Solutions. Our managed compliance services will develop and maintain your security program based on the standards defined by legal mandates, contractual obligations, and internal policies and standards.

Our IT Regulatory Compliance Consulting services help clients identify vulnerabilities and assess real business risks, meet PCI, HIPAA, GLBA, FISMA, GDPR, NYDFS, ISO 27000 compliance, and other security compliance mandates more efficiently and effectively, devise security and governance programs that fit a client's environment, and help them recover from and prepare for a cyber security breach.



Business Process Optimization

TSCTI is a dedicated adopter of the ITIL V3 and ISO 20000-1:2011 best practice frameworks for all elements of IT service management & Business Process Analysis. we utilize ITIL V3 guidance in our strategy for Continual Service Improvement (CSI). Our CSI strategy is driven by the desire to deliver services that capture every opportunity for increased efficiency, maximized positive effect and optimized associated costs. Our approach is to deliver an agreed service with the utmost effectiveness, efficiency and at the right cost. We employ this ethos from the initial response, through a Request for Information, to the retirement of the service, with every element being reviewed to ensure that no opportunity is missed to improve on the already very high standard of managed services that we deliver to our highly valued customers. we use only the most suitable processes in our drive towards CSI and the five-step improvement process to identify and instigate corrective actions, for the control of maturity, quality, and consolidation. We assure 5 to 20 days end-to-end cycle from identification of process for improvement to solution identification. Our model maintains “*TEA: Transparency, Efficiency and Agility*”. The model has worked on various complex business problems and delivered successful solutions



Our BI and Visualization Services Center of Excellence

TSCTI’s BI consulting services combine innovative analytics solutions and reporting tools to establish key relationships and glean valuable insights from structured, semi-structured, and unstructured data. We help our clients select, design, optimize, and deploy an array of custom and prebuilt analytics and reporting tools. These ultimately empowers the clients to increase customer base value and brand recognition. Throughout the process, our expert BI consultants ensure that the clients realize the maximum benefit of the deployed BI solution by working closely with their organization and IT teams during change management. We offer several BI consulting services to elevate enterprise’s information-to-action pipeline, including:

- ✓ Strategic planning, BI assessments, BI roadmaps
- ✓ BI tool selection
- ✓ Prototype and proof-of-concept exercises
- ✓ BI architecture design and optimization
- ✓ Implementation support for the development of IT Services Catalog
- ✓ Analytics reporting automation, Dashboard development

Technology Assessment and Selection

A consultation with TSCTI’s dedicated IT professionals will allow you to focus on your business while we work to achieve your vision. We want to alleviate the stress of selecting and leveraging technology into your business by showing you the best enterprise solutions to connect your employees, improve your processes and give you the tools to analyze and make decisions that increase efficiency, reduce cost and expand ROI. TSCTI’s proficient, certified and experienced technology assessment team can help you select the right combination of technology to create the best solutions for your business. Our IT consulting services are made with consideration for your unique business needs.

TSCTI’s team consists of domain-specific experts with knowledge of various technologies and platforms. Together they have created robust mobile applications for a range of industries, including healthcare, education, legal and more. Our business analysts will evaluate your requirements and analyze your business environment using their years of experience to deliver the best possible



solution for your organization. Our proficient, certified and experienced team can help you select the right combination of technology to create the right solution for your business.

IT Training and Change Management

With a dedicated team of professionals, we offer comprehensive solutions to assist organizations in effectively managing technology transitions and maximizing their workforce's potential. At our firm, we understand the critical role that training plays in ensuring the smooth adoption of new technologies and processes. Our experienced trainers are well-versed in a wide range of IT systems and applications, enabling us to deliver customized training programs tailored to your specific needs. Whether it's software implementation, system upgrades, or process reengineering, we provide hands-on training that equips your employees with the knowledge and skills required to thrive in the digital landscape.

Change management is another key aspect of our services. We recognize that successful organizational change goes beyond technical aspects and encompasses the human element. Our change management experts work closely with your leadership team to develop strategies that promote employee engagement, mitigate resistance, and foster a culture of innovation. By aligning people, processes, and technology, we facilitate smooth transitions and help you achieve your desired outcomes.

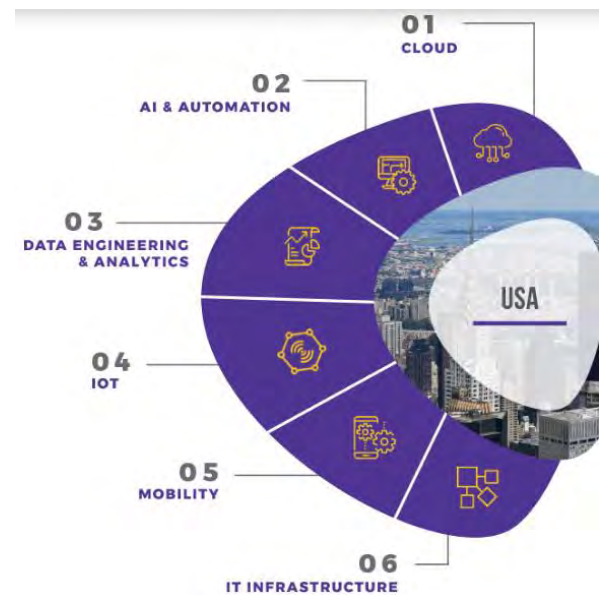
With our firm's expertise in IT Training and Change Management support, you can expect seamless integration of new technologies, improved productivity, and enhanced employee satisfaction. We are committed to providing exceptional service and ensuring your organization's success in an ever-evolving digital world. Contact us today to discuss how we can assist you in navigating technological changes and optimizing your business performance.

Digital Transformation Services

TSCTI's Digital Transformation solutions can help companies identify the gaps in their strategy and invest in the best open technologies, offering key insights to drive digital strategy. Our digital transformation consultants develop right DX framework by understanding your operating models and matching them with the best practices of the industry. Using suitable digital transformation technologies, we revamp the customer experience.

Our Vision: Helping our clients become digital businesses by designing, accelerating, and scaling their digital transformations, ultimately supporting their success in the new norm of hybrid working.

- **Digital Strategy:** Helping our clients design digital businesses and become game changers in their industries, to accelerate and realize business value through digital.
- **Experience:** We are your partner to clarify, design and explore experience transformation – from vision and goals into an excellent experience for the final users. Using various methodologies, we will help you to understand better the needs of your customers and employees.
- **Process Automation:** Focal point is to support organizations to create business value through optimum digital automation. We enable clients in their journey towards effective & efficient but also innovative & creative business operations.
- **Technology Strategy & Innovation:** Support clients to establish the role of information technology as a trusted business and innovation partner and work with them to master their digital-driven technology transformation challenges, creating future-proof, sustainable results.
- **Insight:** We address getting the right data to the right people at the right time using the right technologies. With better insights, we create business value to support organizations in achieving their strategic digital transformation goals.
- **Process Excellence:** Focus on operationalizing digital strategies by identifying and solving clients' business issues and ensuring processes are optimized to exploit the potential of digital transformation.



- **Organizational Change Management:** Engage, empower, and enable people and organizations during the Business Transformation journey with i.e. change experience, learning & training strategy, agile coaching, leadership and organizational design.
- **Digital Innovation Accelerator:** We create high-performing, cross-functional squads that work in an agile fashion to accelerate the delivery of prototypes or MVP solutions aligned to a business outcome

IT Vendor Management

Every client is unique, and each has its own distinct set of requirements to get work done and grow. This often results in the need for various product and service providers, each of which comes with its account manager who tries to compete for your every dollar. TSCTI has developed and streamlined an IT vendor management policy that enables us to identify the best vendors for each client’s needs and budgets. When you work with us, we will holistically assess the needs of your business, simplify the vendor management process, reduce spending, and manage vendor relationships so that they work best for you.

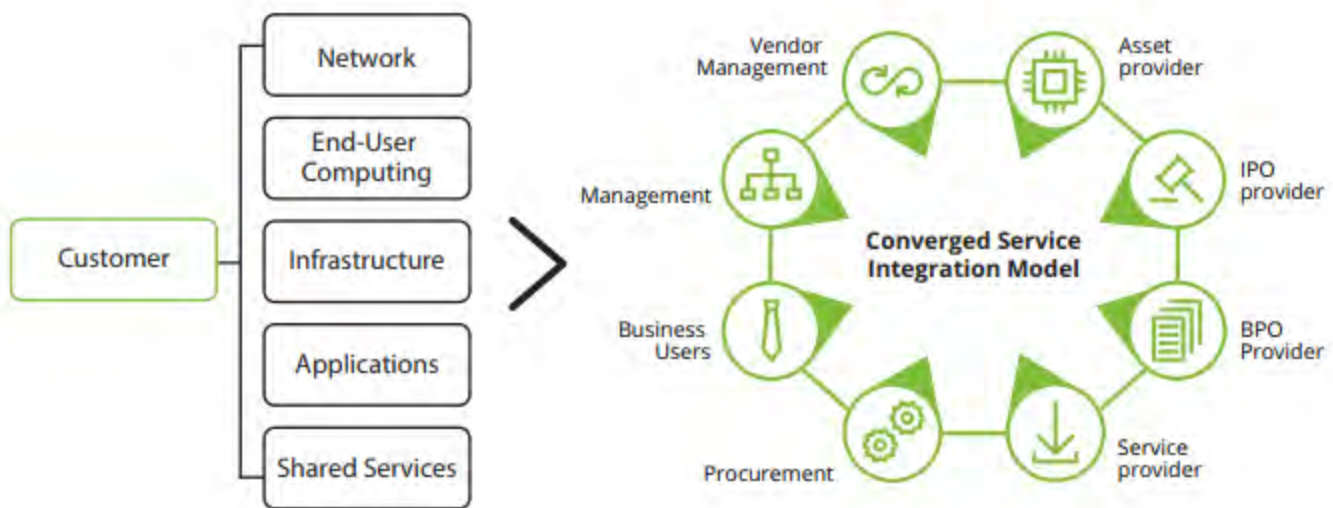
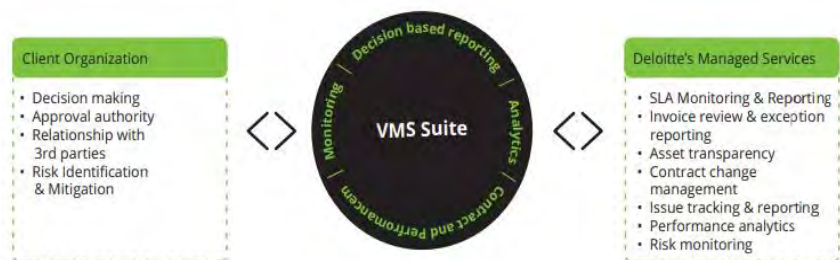


Figure: TSCTI’s Vendor Management Services

TSCTI’s vendor management suite is a single platform that provides the required capabilities to manage complex supplier ecosystems, monitor vendor performance and leverage vendor capabilities in order to drive innovation, cost savings, and efficiency gains. Our extensive knowledge and carefully constructed vendor network fast-track IT vendor management and consolidation efforts. We can leverage our existing relationships with IT infrastructure vendors to quickly onboard competent IT specialists and achieve your most pressing business objectives. Broad industry knowledge enables us to pinpoint which services have redundancies and make strategic, money-saving recommendations on how to consolidate while causing zero disruption to your overall operations.

TSCTI’s Vendor Management Suite and Operating Model: TSCTI’s Vendor Management Suite (VMS) is an automated vendor management platform offering capabilities that can be delivered as a managed service. The client stays in control of decision-making, approval of authority, risk identification and mitigation while TSCTI’s managed service is responsible for management, monitoring and reporting of contracts, assets, vendor performance and issues.



IT Outsourcing and Staff Augmentation

TSCTI has a total of 300+ domain-specified recruiters with an advantage of access to all major electronic resume bulletin boards – CareerBuilder, Zip Recruiter, Indeed, Dice, Glassdoor and Monster. We also use social media platforms such as LinkedIn and Facebook. We currently have an internal database of 5.1 million+ resumes. In normal scenarios, we provide an average turnaround time of one business day per candidate. A powerful cloud solution, Job Diva combines a CRM, synchronization with all major job boards and the largest resume database to deliver staffing solutions with unmatched precision. Our current resume list is of 5.1M+ resumes of qualified professionals. Also, it allows us to search candidates as per the geographical location and keep the default distance from the actual work location of a 30-mile radius. ATS offers a unique ability to search resumes for skills by years of experience, special certification, qualification and training, location, and specific pay rate and can exclude or include any desired information for a given client. Therefore, provide the capability to search for candidates with any given specifications.

We understand the ever-changing nature of the Client’s requirements and the resulting initiatives, the Client can rely on our unparalleled network of support staff talent, industry expertise, and consultative approach to *fill the roles that matter most*. TSCTI’s IT Professional Services can fill virtually any role. Our staffing process is tightly integrated, and our only goal is to ensure that you get access to the resources and expertise you need to achieve the goals defined. Over the last 26 years, TSCTI has built a strong business model that is carefully constructed to deliver to multiple facets. With dedicated teams of professionals, we are providing a wide range of staffing services across the U.S.

- Highlights of our standards include:
- 100% U.S. domestic workforce
 - Scalable staffing support
 - Skilled staff
 - Local candidates
 - Dedicated quality assurance and management team

For identifying, screening, and referring applicants for consideration, we will utilize our proven approaches. Recruitment is TSCTI’s core competency executed according to best practices developed through industry analysis and optimization. Once we get a mandate to work, our qualified and experienced Account Director starts a study of Client’s scope of work. During the evaluation phase, all applicants are required to go through a detailed screening, testing, and interview process before assigning them to any project or position. For hiring quality resources, we will utilize our **ISO 9001:2015 compliant ten-step recruiting framework** also referred to as our recruitment productivity process which breaks recruitment down into ten identifiable steps. The factors that make our process unique are the way we execute these steps and TSCTI’s long-established, proven staffing experience. Our proprietary recruitment methods make us unique from any other firm. Our recruitment team consists of **300+** recruiters, data miners and research analysts with an average experience of **7+ years** supporting various client requirements. Our recruitment team works closely with our Account Manager to understand the Client’s requirements for providing the best match candidates. TSCTI will use our ISO-compliant staffing approach, processes, and tools perfected on **350+** government contracts to provide qualified employees as per Client’s requirements. Our **10-step process** ensures that we provide the right employees to Client.

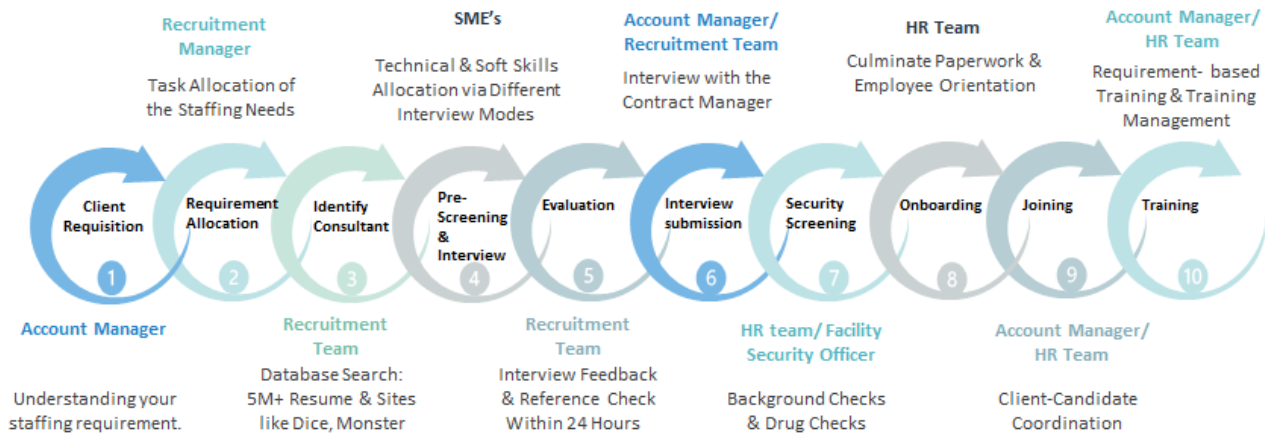


Figure TSCTI’s Recruitment Process

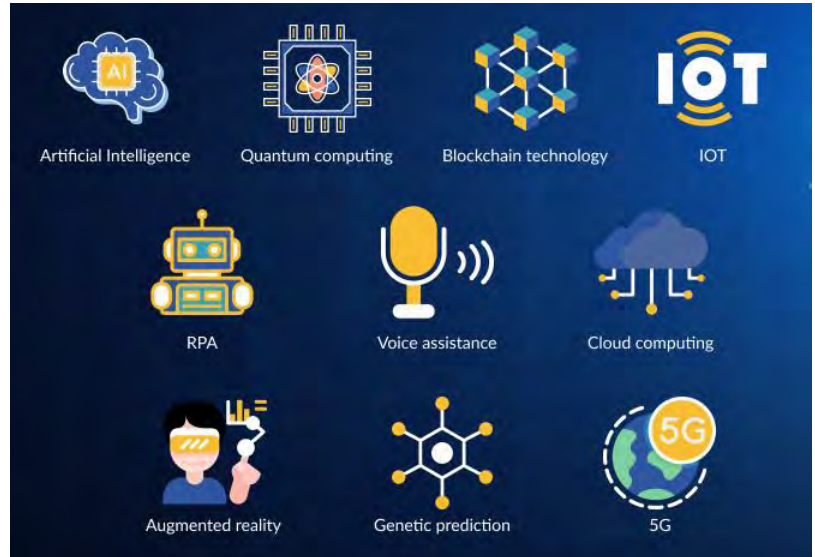
Emerging Technologies Consulting (AI, IoT, Blockchain, etc.)

Dedicated to "Creating Better Worlds" as our long-term vision, we are developing technologies, infrastructures, ecosystems, and resources needed for massively multiplayer ultra-realistic virtual experiences. TSCTI is a visionary firm dedicated to leading the way in the dynamic world of emerging technologies. As a trusted partner in your digital transformation journey, we specialize in empowering organizations to harness the full potential of cutting-edge technologies such as Artificial Intelligence (AI), the Internet of Things (IoT), Blockchain, and beyond.

At TSCTI, we understand the critical importance of staying ahead in today's rapidly evolving landscape. With our team of passionate technologists and industry experts, we are committed to delivering innovative solutions that revolutionize industries, drive operational efficiency, and unlock new growth opportunities.

Why Choose Us:

- **Unmatched Expertise:** Our team boasts a deep understanding of emerging technologies, constantly staying up-to-date with the latest advancements and industry trends. By blending technical prowess with strategic thinking, we provide unparalleled expertise to shape your digital future.
- **Tailored Solutions:** We recognize that every organization is unique, with specific challenges and goals. Our approach centers around collaboration and customization, ensuring that our solutions are tailored to your precise needs, operational requirements, and industry nuances.
- **Comprehensive Services:** From conceptualization to implementation, we offer end-to-end services that encompass the entire technology lifecycle. Whether you seek to leverage AI for intelligent automation, harness IoT to optimize your operations or explore the potential of blockchain for secure transactions, our team has you covered.
- **Proven Track Record:** With a history of successful projects across diverse industries, we have earned a reputation for delivering tangible results. Our expertise has enabled organizations to revolutionize their processes, enhance customer experiences, and achieve sustainable growth, setting them apart from the competition.
- **Innovation at the Core:** At TSCTI, we embrace innovation as a driving force behind our success. By constantly monitoring the technology landscape, we stay at the forefront of emerging trends, enabling us to offer forward-thinking solutions. Partnering with us provides you with a gateway to disruptive technologies and ensures you remain at the cutting edge of your industry.



TSCTI is passionate about empowering organizations to seize the boundless opportunities offered by emerging technologies. We are committed to guiding you toward the forefront of AI, IoT, blockchain, and other groundbreaking innovations, transforming the way you operate and shape the world around you. Embrace the future confidently with TSCTI as your strategic technology partner. Contact us today to discover how our expertise can propel your organization to unparalleled success in the digital era. Together, let's unlock the limitless possibilities and embark on an extraordinary journey of transformation.

GIS

TSCTI has been a leader in delivering ISO Certified Geographic Information System (GIS Application and Operations) Services for more than two decades. Our vendor-neutral viewpoint, a global network of technology expertise, ecosystem relationships, and ability to innovate uniquely position us to add value for our clients such as the *Dallas Area Rapid Transit authority, TX, City of Dallas, TX, State of LA, Edlink, Louisiana State University (New Orleans), Office of Technology Services, The Louisiana Department of Insurance, and Louisiana Department of Health, and Louisiana Department of*

Education, Client of Phoenix - Aviation Department, Chicago Transit Authority, Cook County, etc. TSCTI solutions range from enterprise-wide spatially enabled corporate systems to individually focus, custom desktop applications. A variety of different technologies are utilized based on the needs of the business model ensuring that internal networks, intranet, and Internet thin client protocols are properly utilized.

Our GIS consultants specialize in mapping, modeling, and analyzing location-based datasets. The GIS consultants help our clients visualize the data clearly and concisely, while providing expertise in a highly specialized field. Whether the clients are looking for a solution to a complex geographic problem or are interested in gaining new insights into how the data can be analyzed, our GIS Consultants can help. Our consultants have proven experience working on ArcGIS Desktop, ArcGIS server to create maps, perform spatial analysis and manage data for various clients over the years. Our ArcGIS Administrators has experience serving on ArcGIS Enterprise 10.9, ArcGIS Server 10.9.1, ArcGIS Portal Server 10.9.1, ArcGIS online 4.24, and newer, etc. TSCTI has extensive experience in providing GIS consulting services, utilizing a variety of ArcGIS technologies. It has experience in designing and implementing ArcGIS Enterprise solutions for clients, including installation and configuration of the ArcGIS Enterprise components such as ArcGIS Server, ArcGIS Portal, and ArcGIS Data Store. We also provide customizations and integrations with other business systems to meet the unique needs of each client.



In addition, TSCTI has experience in deploying and managing ArcGIS Server instances for clients, setting up services and data sources, configuring security settings, and monitoring and maintaining the ArcGIS Server environment. We have also set up and configured ArcGIS Portal Server for clients, configuring user roles and permissions, creating, and publishing content, and customizing the portal to meet the client's needs.

Furthermore, TSCTI has experience in utilizing ArcGIS Online to provide web-based mapping and analysis solutions for clients, creating and sharing web maps and applications, configuring user roles and permissions, and leveraging the full capabilities of the ArcGIS Online platform. We also provide a range of ArcGIS administrative services to clients, including managing user accounts and permissions, configuring ArcGIS Desktop and other software, and troubleshooting and resolving technical issues. Overall, TSCTI has a proven track record of successfully delivering GIS consulting services to a diverse range of clients in industries such as government, utilities, and transportation. We pride ourselves on their deep knowledge of ArcGIS technologies and their ability to tailor solutions to meet the unique needs of each client.

TSCTI provides GIS services with a comprehensive solution for spatial data management to government and industrial organizations through comprehensive GIS remote sensing services. Our complex GIS Mapping Services and GIS Remote Sensing services include capturing, storing, integrating, manipulating, analyzing, and displaying data related to positions on the Earth's surface. While providing GIS Mapping Services, TSCTI maintains a commitment to state-of-the-industry technology, research, and innovation, implemented by highly experienced and qualified staff. We have experience with various tools and technologies including ESRI, GOOGLE, CAD/CAM, and many others. Our experience includes:

Systems analysis, design, and spatial database development for GIS

- GIS Data Development & Maintenance
- Custom GIS application and integration with .net applications
- Integration of spatially referenced data with other functional areas in an organization
- SAP Asset management integration with GIS data
- Cost-benefit analysis of migrating/integrating existing databases with GIS
- GIS system and data maintenance including Data quality assurance
- Create maps using spatial data for Web content, publication, or other uses
- Linking data with maps using geo-coding and GIS Web Mapping Services
- Define, develop, configure, implement, and maintain GIS solutions, including COTS packages
- Perform queries, analysis, and visualization
- Interface disparate GIS data sets to GIS solution

TSCTI is a leading *Geospatial and IT Consultancy company working with focused services in the discipline of Cartography*. Advanced *GIS mapping & Analysis, Remote sensing data processing services, LiDAR services, Photogrammetry, CAD engineering, Land Surveys & mapping services* are some of which TSCTI facilitates for various Government and corporate agencies to help them with a grass route execution for the planning of the project.

IT Infrastructure Assessment and Optimization

Vendors provide services to your organization, but effectively managing all these relationships to monitor performance, mitigate risks, and reduce cost can be difficult—particularly when multiple departments and individuals are involved. We can work with you to develop or administer your vendor management program so you can better:

- Identify the appropriate factors to consider when profiling your vendors
- Assess and classify the risk level of each vendor for structured due diligence
- Track your vendors' performance over time as conditions change
- Mitigate the inherent risk to your organization
- We can also evaluate your current vendor management program and provide recommendations for improvement.



Help Desk, Customer Service & Service Desk

TSCTI is a Microsoft Certified Partner offering consulting in all aspects of Help Desk services including management, process improvement, staffing, automation, and positioning within the company. TSCTI addresses qualitative support as well as quantitative analysis and performance improvement. TSCTI's focus is on giving the Help Desk a positive image as a solid contributor to company performance.

TSCTI offers three ways to help mid-size and large businesses create a cost-effective and productive in-house Help Desk.

1. **Consulting:** TSCTI's consulting services include ROI analysis, process analysis and improvement, management reporting, training, and documentation. TSCTI's Help Desk Consulting services cover these areas:

- ✓ Analyzing, auditing, upgrading, and creating Help Desk processes and procedures
- ✓ Evaluating and training internal staff
- ✓ Consultation with Help Desk management concerning software selection and options for outsourcing Help Desk staff
- ✓ Documenting procedures for new processes so you can sustain and build on improvements



2. **Software Selection and Deployment:** A variety of high-quality Help Desk software is available, but products may cost too much, lack key features, or align poorly with your organization's business goals or corporate culture. TSCTI has the experience to help you choose a solution that's right for your company. TSCTI can also help you deploy Help Desk software and integrate it into your IT infrastructure.

3. **Staffing:** Some clients prefer to outsource Help Desk resources rather than hire them. Other clients require temporary assistance to augment existing staff or fill gaps during employee absences. Unfortunately, not all outsourcing channels provide the quality and reliability of the customer's demand. TSCTI's Help Desk Staffing Service is designed to deliver

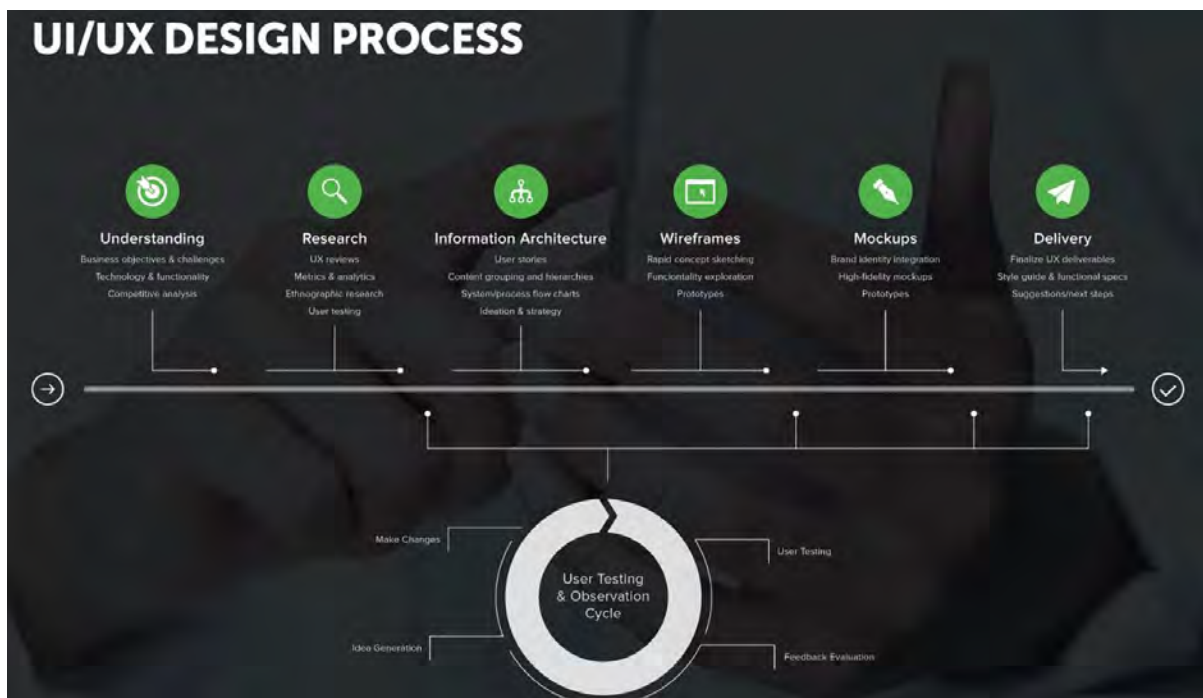
quality personnel by selecting results-oriented individuals trained to use proven techniques to interact with clients and solve problems. In addition, TSCTI's ongoing education programs keep Help Desk specialists up to date on the latest technology. As a result, TSCTI can provide people who resolve your customers' problems rather than merely answer the phone.

User Experience (UX) Design and Consulting

As a global user experience consulting group established in 1997, the TSCTI has spent more than twenty years providing hundreds of clients around the world with the UX research, design, and strategy services they need to rise to the top in an increasingly experience-driven environment. An exceptional user experience means fewer frustrated users, more loyal customers, and productivity savings for your company. By strategizing upfront, you can create products your users love and accomplish your business objectives simultaneously.

Partner with Fresh to:

- ✓ Understand the psychology of user behavior
- ✓ Test designs and concepts iteratively
- ✓ Strategize for conversion, adoption, and retention
- ✓ Benchmark sales and marketing, and deliver on KPIs



Mobile App Development and Optimization

Mobile app development consulting aims at providing professional guidance in mobile development initiatives. With 26+ years in mobile application development, TSCTI advises on device compatibility, performs app audits, and plans modernization and from-scratch development of new competitive apps.



- ✓ **Solidify Your Vision:** We help you understand tradeoffs, prioritize features, and deliver maximum functionality to your end-users, all while pushing toward long-term business objectives and satisfying short-term KPIs.
- ✓ **Expand Your Reach:** Fresh developers work with you to identify what makes your product unique, then help synthesize your input into a user-friendly product that targets the right platforms and devices at the right time.
- ✓ **Build Your Foundation:** With our combination of product consultation, design-led development, and technical architecture experience, your product rests on a strong foundation. We deliver on every aspect of mobile development, from building server-based APIs to single sign-on, push notifications and in-app messaging, and offline functionality.

Social Media and Digital Marketing Strategy

At TSCTI, we provide traditional and digital marketing strategy and consulting services. We specialize in marketing strategy development, creating and executing cohesive plans and campaigns that drive customer awareness. To do so, we utilize various marketing disciplines and leverage each to achieve business growth and profitability for our clients through our strategic marketing consulting services. Through our retainer-based digital marketing strategy and consulting services, we will:

- ✓ Serve as Chief Marketing Officer (CMO) and oversee plan implementation by your internal team
- ✓ Function as your company's marketing team, responsible for marketing plan services, including creation and execution of campaigns and tactics
- ✓ Provide marketing strategy services and tactical support on demand as needed
- ✓ Scale and adapt our level of strategic marketing consulting services to your company needs at any given time
- ✓ For less than the average annual cost of hiring an experienced, full-time marketing team member, our clients have access to a team of digital marketing consulting services professionals with a wide range of skill sets, including strategic marketing, social media, branding strategies, content writing, website development, graphic design, print design, and other online marketing consulting services.

As your business and marketing strategy shifts, you will not need to adapt your marketing headcount with our digital marketing consulting services. We can adapt with you by analyzing your current plans and advising you on how to remain successful in the changing environment.

Our digital marketing strategy and consulting services are built upon regularly scheduled meetings, open communication, and an on-going task list to provide a structure that enables us to execute your marketing strategy effectively seamlessly and consistently. These online marketing consulting meetings or phone calls enable us to stay up-to-date on what is happening within your organization and to develop new campaign opportunities that support business goals. All of our digital marketing strategy services follow a



strict client approval process that is jointly established during the strategic planning stage. This ensures you are fully aware of, and satisfied with, the day-to-day tasks we are performing.

Infrastructure Design and Implementation

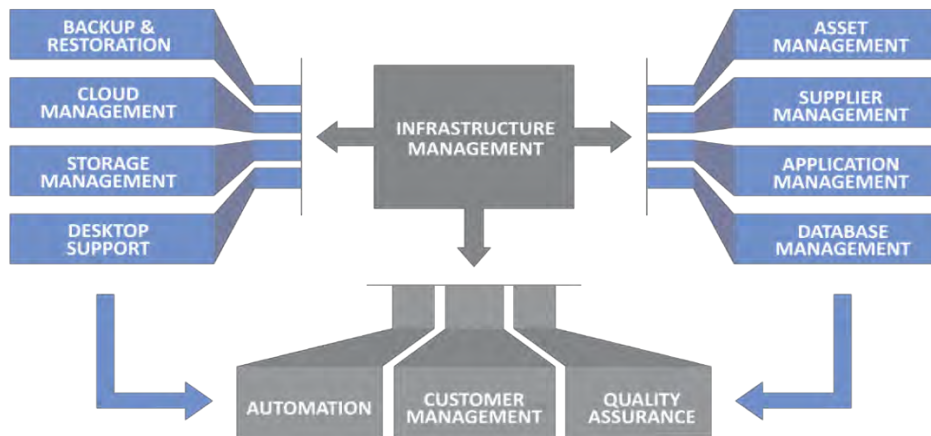
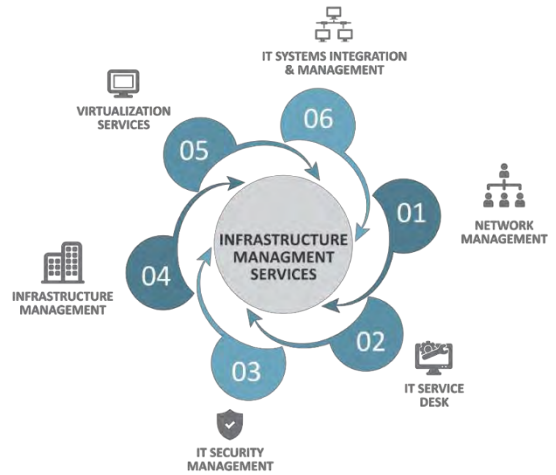
TSCTI offers a wide range of managing IT infrastructure services to develop and deliver complicated and highly complex infrastructure concerns, coupled with various evolving platform diversity and new technologies. TSCTI enables make it possible for an organization infrastructure to keep pace with the rate of business growth.

Our proposed solution enables us to meet IT infrastructure management needs without sacrificing valuable business resources related to application development, managing networking protocols and monitoring. TSCTI implements, setup, manage and provide support for the entire IT infrastructure and provides consistent services at cost-effective rates for your infrastructure services needs as per the organization’s specific plans.

TSCTI helps its clients and their IT teams to manage their IT and business processes and IT teams to be strong and agile enough to adapt to the changing market and technology landscape, at reduced costs. An IT infrastructure must be functional with full operational efficiency and flexibility to be effective at realizing organizational goals.

TSCTI manages and supports the entire IT infrastructure supporting your hardware, software, database management and system support operations. TSCTI offers services and solutions to manage the entire infrastructure hosting and managing it remotely from the most appropriate or cost-effective locations.

Infrastructure Management: TSCTI sets up, manages, and supports the entire IT infrastructure supporting your hardware, telecom, database management and system support operations. We provide consistent, world-class services at cost-effective rates for your infrastructure and data center needs as per the organization’s specific plans. Your infrastructure can be hosted in and managed remotely from the most appropriate or cost-effective locations; at the same time guaranteeing its continuous operability.

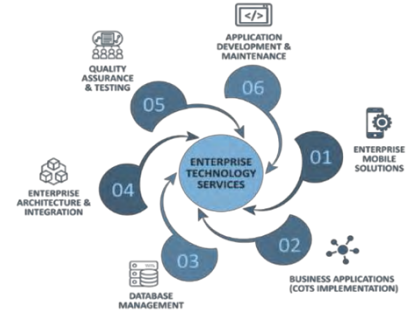


TSCTI's value proposition is to provide:

- Asset Management
- Cloud management
- Storage management
- Database Management
- Application management
- Automation
- Desktop Management and support
- Operations Quality

Enterprise Technology Services

TSCTI’s Enterprise Technology Services is comprised of the IT units that provide a standardized approach to the management, coordination, and integration of the enterprise applications. Enterprise Technology services architecture includes principles of object-oriented design and high-level components employed to match the heterogeneous world of IT architecture. TSCTI offers a comprehensive suite of Enterprise-wide Technology Services to assist organizations to operate effectively and efficiently through the use of technology. TSCTI provides best-in-class shared and dedicated application development and maintenance services ensuring quality and consistency together.



Cloud Services

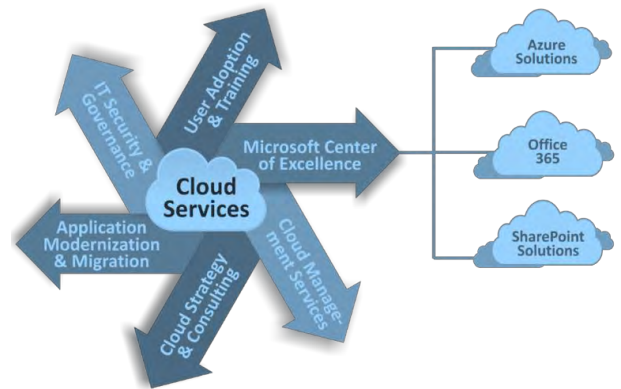
TSCTI is a Gold Level Partner with Microsoft and operates a Microsoft Center of Excellence with a team of experts in various Microsoft technologies. Our team has expertise in providing SharePoint Solution, Azure Solutions, Office 365 Services to help in achieving your desired organization’s needs for robust security, reliability, and user productivity.

At TSCTI, we aim to collaborate Microsoft-led software solutions and technologies to implement the needs of organizations at all levels, from small to large enterprises. Microsoft solutions are comprehensive and easily adaptable by the user. Our team dealing with the Microsoft Center of Excellence designs customizes and incorporates solutions that simplify processes with a variety of suitable digital tools, platforms and technologies.

TSCTI offers Cloud solutions and services as an integral part of any comprehensive IT strategy, to decrease costs, enhance time to market and bring a new level of adaptability to your IT operations. TSCTI has extensive experience in providing efficient cloud-based services and expertise to our clients. Our cloud services are specifically constructed to facilitate the adoption and implementation of responsive cloud-based technologies and solutions. We help you to get good returns from cloud investments and lead to an overall increase in business process efficiency.

There are three types of cloud services:

- **Infrastructure as a Service (IaaS):** A third party hosts elements of infrastructure, such as hardware, software, servers, and storage.
- **Software as a Service (SaaS):** Using cloud software such as an internet browser or application is able to become a usable tool.
- **Platform as a Service (PaaS):** The branch of cloud computing that allows users to develop, run, and manage applications, without having to get caught up in code, storage, infrastructure and so on.



Application Modernization and Migration

TSCTI helps to adapt to the infrastructure environmental changes which are rapidly evolving and changing, the rate of technological advancement and redundancy. This change and up-gradation challenges reveal an urgent need for enterprises to modernize and upgrade their IT applications environment. TSCTI’s modernization and migration services permit organizations to modernize and migrate older platforms to newer ones with minimum risk and maximum efficiency. TSCTI helps you manage and overcome the multiple challenges that come along with the adoption of small to large-scale transformative initiatives. The philosophy of application modernization and migration is centered around doing away with obsolete processes and functions and adopting new technologies and initiatives that reflect the latest trends in your business practices. Our certified approaches and processes concentrate on compelling legacy applications, re-engineering and creating enterprise-ready applications that are both relevant and cost-effective.

