

VENDOR CONTRACT

Between _____ and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

COMPUTERS, EQUIPMENT, COMPONENTS AND PERIPHERALS

#02062515

General Information

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

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

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

Definitions

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

PREMIUM HOURS are defined as those hours not included in regular hours or recognized holidays. Premium hours are to be approved by the TIPS member for each delivery order and noted in the delivery order proposal as a line item during negotiations.

REGULAR HOURS are defined as those hours between the hours of 7 AM and 6 PM Monday thru Friday.

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

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

Contracts

All contracts and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

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

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

Assignments of contracts

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

Disclosures

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

Renewal of Contracts

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

Shipments

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

Invoices

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

Payments

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

Pricing

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

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

All pricing submitted to TIPS shall include the Two Percent (2%) participation fee to be remitted to TIPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS on a monthly scheduled report. TIPS will email a Monthly Submission Report to each vendor. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS contract. Report may be sent to TIPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

Indemnity

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

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

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

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

Multiple Vendor Awards

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

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Cancellation for non-performance or contract deficiency

TIPS may terminate any contract if TIPS Members have not used the contract, or if purchase volume is determined to be "low volume" in any 12-month period. TIPS reserves the right to cancel the whole or any part of this contract due to failure by awarded vendor to carry out any

obligation, term or condition of the contract. TIPS may issue a written deficiency notice to awarded vendor for acting or failing to act in any of the following:

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

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

TIPS Member Purchasing Procedures

Purchase orders are issued by participating TIPS member to the awarded vendor indicating on the PO "Contract Number 02062515". Purchase Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Contract

The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a vendor submitting an offer requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

Vendor contract documents: TIPS will review proposed vendor contract documents. Vendor's contract document shall not become part of TIPS's contract with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. TIPS reserves the right to stop work and/or cancel contract of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

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

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

Smoking

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

Invoices

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

Marketing

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

Supplemental agreements

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

Legal obligations

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

Audit rights

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

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after

occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Services

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

Scope of Services

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

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this contract when the TIPS member has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person.

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

Scheduling of Projects

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

Support Requirements

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

Special Terms and Conditions

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

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

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

() We take no exceptions/deviations to the general and/or special terms and conditions.

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

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

[illegible]

SHI Comments to terms and conditions:

Ref.	Customer Terms and Conditions	SHI Comment
Vendor Contract; Warranty Conditions	All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing.	All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. <u>EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, RESELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A MANUFACTURER OR DISTRIBUTOR.</u>
Vendor Contract; Indemnity	Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents. Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced. Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.	Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, <u>to the extent caused by arising out of, or resulting from,</u> Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents. Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, <u>arising out of, or resulting from, to the extent caused by</u> Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents. Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced. Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.
<u>ADD</u>		<u>LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THAT, FOR THE AVOIDANCE OF DOUBT, DAMAGES ARISING IN CONNECTION WITH OBLIGATIONS OF INDEMNIFICATION OR CONFIDENTIALITY HEREUNDER SHALL BE DEEMED</u>

Ref.	Customer Terms and Conditions	SHI Comment
		<u>TO BE “DIRECT” DAMAGES FOR WHICH RECOVERY SHALL NOT BE BARRED BY THIS PARAGRAPH.</u> <u>EXCEPT IN THE CASE OF BREACH OF EACH PARTY’S LIABILITY FOR PERSONAL INJURY/PROPERTY DAMAGE UNDER ARTICLE ENTITLED, “INDEMNIFICATION”, EITHER PARTY’S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY TIPS/TAPS TO VENDOR UNDER THIS AGREEMENT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY.</u>

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Mr. David Mabe National Coordinator	Address	Region VIII Education Service Center	Address
Email	david.mabe@tips-usa.com		4845 US Highway 271	
Phone	+1 (903) 243-4759		North	Contact
Fax	+1 (866) 749-6674		Pittsburg, TX 75686	
Bid Number	02062515	Contact	Mrs. Kim Thompson	Department
Title	Computers, Equipment, Components and Peripherals		Coordinator of Office Operations	Building
Bid Type	RFP	Department		Floor/Room
Issue Date	04/02/2015	Building		Telephone
Close Date	5/15/2015 3:00:00 PM CT			Fax
Need by Date		Floor/Room		Email
		Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 929-4402	
		Email	bids@tips-usa.com	

Supplier Information

Company SHI Government Solutions
Address 1301 South Mo-Pac Expressway Ste 375

Austin, TX 78746

Contact
Department
Building
Floor/Room
Telephone 1 (800) 870-6079
Fax 1
Email
Submitted 5/15/2015 10:45:32 AM CT
Total \$0.00

Signature Natalie Slowik

Email Natalie_Slowik@shi.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Highly Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB? Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	Yes
3	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
4	Company Residence (City)	Vendor's principal place of business is in the city of?	Austin
5	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
6	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 7 - 9)	(No Response Required)
7	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
8	Yes - No	Is not owned or operated by anyone who has been convicted of a felony?	Yes
9	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony? If answer is YES, a detailed explanation of the name(s) and conviction(s) must be uploaded to the "Response Attachments" FELONY CONVICTION section.	No
10	Pricing Information:	Pricing information section. (Questions 11 - 14)	(No Response Required)
11	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
12	Yes - No	Pricing submitted includes the 2% TIPS participation fee?	Yes
13	Yes - No	Vendor agrees to remit to TIPS the required 2% participation fee?	Yes
14	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
15	Start Time	Average start time after receipt of customer order is ____ working days?	1
16	Years Experience	Company years experience in this category?	15
17	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
18	States Served:	If answer is NO to question #17, please list which states can be served. (Example: AR, OK, TX)	N/A

19	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	With a core competency in the resale of software, software licensing, and IT Hardware, SHI Government Solutions (SHI-GS) offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, and IT asset management.
20	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
21	Primary Contact Name	Primary Contact Name	Bobby Petrucelli
22	Primary Contact Title	Primary Contact Title	Inside Sales Manager
23	Primary Contact Email	Primary Contact Email	texas@shi.com
24	Primary Contact Phone	Primary Contact Phone - Format (xxx) xxx-xxxx	800-870-6079
25	Primary Contact Fax	Primary Contact Fax - Format (xxx) xxx-xxxx	512-732-0232
26	Primary Contact Mobile	Primary Contact Mobile- Format (xxx) xxx-xxxx	
27	Secondary Contact Name	Secondary Contact Name	Peggy Brooks
28	Secondary Contact Title	Secondary Contact Title	Sales Operations Manager
29	Secondary Contact Email	Secondary Contact Email	peggybrooks@shi.com
30	Secondary Contact Phone	Secondary Contact Phone - Format (xxx) xxx-xxxx	512-582-6724
31	Secondary Contact Fax	Secondary Contact Fax - Format (xxx) xxx-xxxx	512-732-0232
32	Secondary Contact Mobile	Secondary Contact Mobile - Format (xxx) xxx-xxxx	
33	2% Contact Name	2% Contact Name	Daniel Atakora
34	2% Contact Email	2% Contact Email	salesanalyst@shi.com
35	2% Contact Phone	2% Contact Phone - Format (xxx) xxx-xxxx	888-764-8888
36	Purchase Order Contact:	This person is responsible for receiving Purchase Orders from TIPS. (Questions 37 - 39)	(No Response Required)
37	Purchase Order Contact Name	Purchase Order Contact Name	Inside Sales Team
38	Purchase Order Contact Email	Purchase Order Contact Email	texas@shi.com
39	Purchase Order Contact Phone	Purchase Order Contact Phone - Format (xxx) xxx-xxxx	(800) 870-6079
40	Company Website	Company Website	https://texas.gs.shi.com
41	Federal ID Number:	Federal ID Number also known as the Employer Identification Number.	22-369-5478
42	Primary Address	Primary Address	1301 S. Mo Pac Expressway
43	Primary Address City	Primary Address City	Austin
44	Primary Address State	Primary Address State	TX

45 Primary Address Zip

Primary Address Zip

78746

46 Search Words:

Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)

3M
Acer
Anthro
APC by Schneider Electric
Apple (Government Only)
Asus
AWS (Amazon Web Services)
Belkin
Box
Boxlight
Brother
C2G
Canon
Chief Manufacturing
Cisco Systems
CODi
Dell
Eiki International
Epson
Ergotron
Fujitsu
Google Appliances
Hewlett Packard
IBM
Imation Corp
Infocus
Kensington
Kingston
Lenovo
Lexmark International
LG
Logitech
Maxell
Microsoft Hardware
NEC
Nimble Storage
OKI
Otterbox
Overland Storage
Panasonic
Planar Systems
Plantronics
Polycom
Quantum
Ricoh
Samsung
Sharp
Tandburg Data
Tegile Systems
Toshiba
Tripp Lite
Unitrends
Verbatim
Viewsonic
Xerox
Zebra Technologies
Project Management
Integration and Implementation
Mobility
Configuration
Cellular Activation
Asset Tag
Laser Etching
Peripheral
Component
Hardware
Laptop

Notebook
Ipad
Chromebook
Tablet
Notebook
Desktop
Memory
Printer
Inkjet
Laserjet
Headphones
Harddrive
Tape
Flashdrive
USB
SHI

47 Yes - No

Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction) (If YES, vendor should download the Federal Funds Over \$100,000 Certification document from the Attachments section, fill out the form and submit the document in the "Response Attachments" FEDERAL FUNDS section.) (Vendor must also download the Suspension or Debarment Certificate document from the Attachments section, fill out the form and submit the document in the "Response Attachments" SUSPENSION OR DEBARMENT section.)

Yes

Line Items	
Response Total:	\$0.00

S U S A N

C O M B S

TEXAS COMPTROLLER *of* PUBLIC ACCOUNTS

P.O. Box 13186 • AUSTIN, TX 78711-3186



The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority and woman-owned businesses as HUBs and is designed to facilitate the participation of minority and woman-owned businesses in state agency procurement opportunities.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <http://www.window.state.tx.us/procurement/cmbi/hubonly.html>. Provided that your company continues to meet HUB eligibility requirements, the enclosed HUB certificate is valid for four years.

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

Please reference the enclosed pamphlet for additional resources, such as the state's Centralized Master Bidders List (CMBL), that can increase your chance of doing business with the state.

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

Texas Historically Underutilized Business (HUB) Certificate

Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	19-JUL-2013
Scheduled Expiration Date:	19-JUL-2017

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

SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 19-JUL-2013, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

A handwritten signature in black ink that reads "Paul A. Gibson".

*Paul Gibson, Statewide HUB Program Manager
Texas Procurement and Support Services*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (<http://www.window.state.tx.us/procurement/cmbi/cmbihub.html>) or by contacting the HUB Program at 1-888-863-5881 or 512- 463-5872.

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

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

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

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

Check your response?

YES ☒ NO ☐

	5/14/2015
_____ Signature of Authorized Company Official	_____ Date

Natalie Slowik	
_____ Printed Name of Authorized Company Official	
SHI Government Solutions	
_____ Company Name	

Attach to this page a current W-9 form

Please complete the forms below

Legal Compliance

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

Does vendor agree? YES W Initial of Authorized Company Official

Non-Collusive Bidding Certificate

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

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

Certification Regarding Lobbying

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

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

\$10,000 and not more than \$100,000 for each such failure.

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

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

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

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

SHI Government Solutions

Name of Organization

1301 S. Mo Pac Expressway Austin, TX 78746

Address of Organization

Natalie Slowik, contracts manager

Name / Title of Submitting Official

Natalie Slowik

Signature of Submitting Official

5/14/2015

Signature Date

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

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

Notice: Pursuant to Federal Rule (1) above, when federal funds are expended by TIPS Member, TIPS Member reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree? YES NI Initial of Authorized Company Official

Federal Rule (2) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (2) above, when federal funds are expended by TIPS Member, TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. TIPS Member reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. Any award under this procurement process is not exclusive and the District reserves the right to purchase goods and services from other vendors when it is in the best interest of the District.

Does vendor agree? YES NI Initial of Authorized Company Official

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

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

Does vendor agree? YES NI Initial of Authorized Company Official

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

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

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

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES W Initial of Authorized Company Official

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

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

Does vendor agree? YES W Initial of Authorized Company Official

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

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

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

Does vendor agree? YES *M* Initial of Authorized Company Official

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

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

Does vendor agree? YES *M* Initial of Authorized Company Official

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

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

Does vendor agree? YES *M* Initial of Authorized Company Official

SUSPENSION OR DEBARMENT CERTIFICATE

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

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

Information may be found at <https://www.sam.gov/index.html>

Has the vendor been debarred form participation in Federal funds contracts?

NO NS Initial of Authorized Company Official

YES _____ Initial of Authorized Company Official

Company Official: Natalie Slowik, Contracts Manager

Company: SHI Government Solutions

CONTRACT Signature Form

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

Company Name: SHI Government Solutions

Mailing Address: 1301 S. Mo Pac Expressway

City: Austin

State: TX

Zip: 78746

Telephone Number: (800) 870-6079

Fax Number: (512) 732-0232

Email Address: texas@shi.com

Authorized Signature: *Natalie Slowik*

Printed Name: Natalie Slowik

Position: Contracts Manager

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

Blende McMatt 6-25-15
TIPS Authorized Signature Date

David Wayne Fitts 6-25-15
Approved by Region VIII ESC Date

References

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

Organization	City	State	Contact Name	Contact Phone
Windham School District	Huntsville	TX	Trina Hodge	(936) 291-4641
NCTCOG	Arlington	TX	David Raybuck	(817) 608-2357
Siloam Springs School District	Siloam Springs	AR	Jamie Henderson	(479) 524-2400
Pocahontas School District	Pocahontas	AR	Adam Hand	(870) 892-4573 ext 5050



SHI Service Offerings

The pricing referenced in SHI's proposal for services is the cost for standard services to be performed by SHI. **SHI requires that each services engagement include a fully executed Statement of Work (SOW) to include scope of project and associated costs for completion.** Each project is unique and will require a separate SOW and cost sheet outlining the services to be performed.

Professional Service Offerings

Infrastructure and Integration Services

- Virtualization Services
- Server Services
- Archiving Services
- Storage and SAN Services
- Network Services
- Backup and Recovery Services

Microsoft Services

- Office 365 Migration
- LYNC Services
- Exchange Services
- Windows 7/9 Migrations

Project Management Services

- Life-Cycle Management
- Acquisition, deployment, support, and end of life services provided

End-User Services

- Custom Desktop Services such as Break/Fix
- Managed Deployment
- Managed Client
- Virtual Desktops

Information Security and Risk Management

- Network Security (Firewalls/UTM/NGFW, Web/email Gateways, IPS/IDS)
- Endpoint and Data Security (antimalware/antivirus, DLP, Encryption)
- Security Management (SIEM, APT, Authentication, Identity Management)

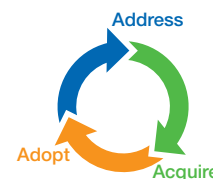
Mobility Services

- Zero Touch Imaging
- Asset Tag Application
- Laser Etching
- Application Load
- Upgrade OS
- Cellular Activation



Technical and Compliance Assessments

Your organization already has enough on its plate. Minimize your stress and maximize your investments by evaluating and preparing your IT environment for the long haul. Through the following technical and compliance assessments, our team of experts give you peace of mind and present you with options best suited for your needs.



End User Assessments

Mobility Assessment

This online survey will help IT departments take stock of their mobility infrastructure and prepare our mobility experts in advance by evaluating your cross mobility platforms and operating systems, allowing us to give you the best possible recommendations.

Virtual Desktop Infrastructure (VDI) Assessment

The VDI Assessment provides a thorough analysis of end user activity and resource use to better incorporate a VDI solution into an existing IT environment. We can also evaluate the effectiveness of an existing VDI deployment.

Data Center Assessments

Networking Health Check

SHI will assess the health and configuration of your network environment in preparation for a refresh or for a general health overview.

Wireless Networking Planning

This assessment analyzes your environment to identify the right wireless components, coverage areas and optimal placement of Wireless Access Points (WAPs).

Wireless Networking Site Survey

This survey measures the performance of current Wireless Access Points (WAPs), interference and heat map of coverage, allowing us to provide recommendations for optimization.

Virtualization Planning Assessment

This partner-driven presales planning tool collects comprehensive resource utilization data from heterogeneous IT environments, and compares it to industry standards reference data to provide analysis and decision support modeling.

Virtualization Health Check

Our virtualization experts will assess your virtual infrastructure, based on best practices, and provide recommended configuration changes to improve the performance and availability of your mission-critical systems.

Storage Health Check

The Storage Health Check allows us to review your existing SAN infrastructure for adherence to best practices. Configuration issues and architectural bottlenecks are also conducted.

Backup & Recovery

Backup & Recover captures configuration, capacity and performance information to better understand data profile and service level achievements.

Archiving Health Check

This health check allows us to gain visibility into the health of your existing archiving environment, including archiving policies, system updates and best practices for archiving.

Power & Cooling Assessment

We will evaluate your company's Power & Cooling systems to identify problem areas and improve overall efficiency.

Security Assessments

Security Posture Review (SPR)

During an SPR, SHI will evaluate the strength of your external and internal systems, firewall and perimeter security mechanisms, and remote access authentication. We can uncover potential security vulnerabilities by assessing the network, endpoint and how security is managed in your environment.

Penetration Testing

Penetration Testing services are for organizations that are interested in performing vulnerability identification as well as possible active exploitation of both external and internal hosts.

HIPAA Security Assessment

If you are subject to HIPAA and HITECH compliance, we can help your organization identify its existing alignment with the latest guidance and requirements.

Vulnerability Assessment

SHI will review your internal and/or external security controls to identify gaps and validate existing deployment of controls. We can adjust these assessments to meet the level of automated and manual effort required to meet your organization's needs.

Social Engineering

Social Engineering evaluates the strength of your existing information assurance training program and internal IT support processes. We provide a variety of social engineering activities including phishing, pre-texting and physical security evaluation.

License Compliance Assessments

Polaris Baseline

SHI can help you discover whether your organization is under-licensed or is having trouble utilizing licenses you already own, leading to redundant spending on new licenses.

Polaris Managed Service

This Software Asset Management service can help your organization optimize software investments for continuous software compliance and cost-savings.

Polaris License Consolidation Report (LCR) for Microsoft

Gain clarity and control over your license investments, reduce software costs by improving license utilization and be fully informed about the software estate.

Regulatory Compliance Assessments

HIPAA Gap Analysis

This Gap Analysis can help your organization understand whether your environment meets the HIPAA requirements, and if necessary, take proactive steps to pass a HIPAA Audit.

Contact your [SHI Account Executive](#) or call [888-764-8888](tel:888-764-8888) to get started today!



Chromebook Enrollment Services

SHI offers a portfolio of products and services to help educational institutions meet the technology requirements for Common Core.



If your school has opted to provide your students with Google Chromebook technology from Samsung to meet the Common Core standards, take advantage of **SHI's Chromebook Enrollment Services** to ensure your machines are updated and fully configured when they arrive at your school.



Through SHI's **ZeroTouch services**, your Chromebooks can be enrolled in the Google Management Console. SHI's mobility experts will work with you to create enrollment IDs, and a team of trained technicians will verify that every device has been enrolled and is ready to use before it ships out to you.

Contact your SHI Account Executive
for more details:
888-764-8888

Advantages

Push out apps based on specific criteria such as subject or grade level

Set restrictions on who uses the devices

Configure Wi-Fi profiles to easily get users up and running and fully protected

Blacklist URLs you don't want your students to visit

Set up and automate **update schedules**

Additional SHI Services

Asset tagging

Laser etching

Kitting with accessories or additional documentation





Set a Digital Foundation for Student Success

The classroom is changing ... for the better.

Schools with a modern and highly collaborative digital classroom are seeing higher student engagement rates and more success across the board than those that don't.

Why? Because today's students are digital natives. They grew up with the internet. They learned to use computers and mobile devices at an early age. They're more connected to technology than ever before. It's time to keep up with our students and embrace digital learning.



Meeting Assessment Requirements

If the new generation of technology-savvy students isn't enough of a reason to embrace digital learning, then the rise of Common Core and online state assessments should be. Although the implementation of online assessments is no surprise, successfully delivering these tests is still a challenge.

Your school has to prepare staff, students and parents for these changes. Your school has a lot of technology requirements to meet and probably has a lot of questions. **SHI is here to help you answer them all**, including:



- ✓ How many devices does your school need?
- ✓ Where will the budget for the technology come from?
- ✓ Will your IT staff be able to implement the technology once you have it?
- ✓ Will it happen in time?
- ✓ How do you make sure your existing technology isn't wasted?
- ✓ What long-term value will your school get from these technology investments?

There are many questions, but one thing is certain: schools will need technology to help prepare their students for college, career, and life.

The Most Important Decision

The most important decision isn't whether or not your school is going digital. It's made by answering two questions:

1. If you weren't limited, how would your school use digital education?
2. What are you capable of doing now?

The answers will determine if you're going to transform your school by creating a digital learning environment, or if you're going to simply meet the online assessment requirements and get the most long-term value from your investments.



SHI International Corp.
www.publicsector.shidirect.com

Set a Digital Foundation for Student Success

SHI can Help You

Whether you're already up-and-running with a digital learning environment, not sure where to start, or somewhere in between, SHI can help your school succeed with technology. We'll help you address these areas:

Device Environment

How will your students be using technology? Will you be issuing each student their own computer? Will they be sharing computers in a lab? Are they allowed to bring their own device? These are questions that must be considered when deciding on what technology to use and in what type of setting. We'll sit with you, analyze your environment, get a better understanding of your vision, and help you make that decision.



Platform

Choosing the right computing platform is essential, and can easily get overwhelming. We'll make it easy by helping you:

- ▶ **Determine** the software platforms, OS, learning and classroom management tools, and curriculum publisher you need.
- ▶ **Decide** what tablets, laptops and/or desktops you'll use.
- ▶ **Leverage** your already existing technology investments so that nothing goes to waste.



Infrastructure

Infrastructure is the most overlooked area of technology, and is possibly the most critical to successful testing. During the field tests in the spring of 2014, the majority of delays and technology setbacks were caused by infrastructure failures. To make digital learning and assessments work, you also have to consider servers, storage and networking. Our vast team of manufacturer-certified presales and technical experts can help you build or optimize your existing infrastructure to make sure everything runs smoothly.



Protection

Now that you've made an investment in digital learning, protecting your staff, students, devices and data is just as important. SHI's Security Specialists, Solution Architects, and Product Specialists can help you choose, acquire, implement and manage the best security solution and protection equipment for your entire environment.



Implementation

Once you know the technology you need, it's time to make it all come together. You'll have to make sure you have the funds to purchase the products and services, know how you're going to purchase them, have your devices configured and outfitted with the latest accessories *before* they enter your school, and have someone to troubleshoot and fix any issues that may occur. SHI will help you do it all.



Contact your SHI Account Executive or call 888-764-8888 to get started today!



SHI International Corp.
www.publicsector.shidirect.com



Infrastructure and Integration Services (IIS)

SHI's Infrastructure & Integration Services practice delivers engineering and consulting expertise to help our customers optimize their data centers.



Our teams, empowered by proven methodologies and best practices, provide best-of-breed assessment, design, implementation, upgrade, consolidation and migration services for the following technology areas and vendors.

Storage



EMC²

VNX/VNXe

Isilon

RecoverPoint/SE



3PAR

Networking



Nexus

Catalyst

Wireless



Data Protection



NetBackup

Backup Exec

Enterprise Vault

EMC²

Avamar

Data Domain



Servers



PartnerDirect
Premier



* Rack mounts only,
not rack and stack*

Virtualization



vmware[®]

vSphere/vCenter

vRealize

vSphere with Operations
Management

Site Recovery Manager

Virtual SAN

Virtual Desktop Infrastructure
(View/Horizon)

CITRIX[®]



Wireless



Microsoft

Hyper-V

Blades



Unified Computing Systems

Effective IT project management is the key to achieving technology objectives on time and within budget.



SHI's Project Management Services provide experienced project managers to successfully manage your organization's technology initiatives from beginning to end. Our services are tailored to your organization's unique business and technology needs, regardless of scope or complexity.

Process and Deliverables

SHI offers experienced project managers to implement the five PMI (Project Management Institute) processes of project management – Initiating, Planning, Executing, Controlling and Closing. Standard deliverables (in addition to those required by the engagement) include:

- ▶ Project plan
- ▶ Meeting agendas and minutes
- ▶ Status reports
- ▶ Issues and risk lists

Pricing and Scope

SHI develops a custom Statement of Work (SOW) to meet your project management needs.

The engagement:

- ▶ Scope is determined by the level of project management required and by the complexity of the project
- ▶ Can be priced as fixed or on a time and material basis

Benefits

Faster and better ROI

Projects are delivered on-schedule and within budget to help you realize increased and faster return on initial investment.

Increased satisfaction

We identify what is needed to produce the desired results so your employees, partners and customers can achieve their goals.

Better support of strategic goals

Project managers help keep your team on track and align project goals and priorities with that of your organization.

Flexibility

We provide a detailed roadmap of how to achieve your technology goals. Successful implementation of the project plan allows your staff to focus on objectives and react quickly to any challenges that arise.

Increased productivity

Resources are effectively managed and distributed to complete your projects faster.

IT Project Management (PM) Services

The SHI PM Methodology is based on the Project Management Institute's five project management processes, highlighted below:

Overview

SHI Methodology

Initiating

Initiating means officially communicating to start a project, occurs during the pre-sales process and is intended for an internal PM organization. However, the SHI PMs often assist by providing guidance in the amount of PM effort required to manage the project.

- ▶ Determine customer process
- ▶ Define project scope
- ▶ Determine stakeholders
- ▶ Define project due dates

Planning

Planning begins with identifying the problem, objectives and scope of work. It is used to set up the project by determining and scheduling delivery resources, developing the project plan, holding a kick-off meeting and creating a documentation repository. This phase ends after the Kickoff meeting.

- ▶ Determine project scope and objectives
- ▶ Develop project plan
- ▶ Determine and schedule resources
- ▶ Determine equipment needed

Executing

Executing is the ongoing maintenance of the project and is focused on completing tasks listed in the project plan. Tasks may include:

- ▶ Holding regular status meetings with the customer
- ▶ Opening, tracking and closing issues
- ▶ Identifying risks will be identified
- ▶ Publishing reports
- ▶ Developing a contingency plan

- ▶ Manage resources for project plan
- ▶ Conduct status meetings
- ▶ Communicate project status
- ▶ Track open issues

Controlling

Controlling is focused on monitoring and measuring the project plan to ensure it finishes on time and on budget. Any major deviation to the plan timeline and scope will be discussed with the customer and in some cases, a change order may be required. It is the responsibility of the PM to monitor the project for delays, changes, risks, and issues and make the appropriate adjustments to the plan.

- ▶ Reassign work
- ▶ Adjust schedule
- ▶ Manage scope

Closing

Closing officially marks the project as completed and includes closing action items, ensuring documentation is completed, meeting with the customer to formally close the project, sending the customer a final invoice and archiving all project documentation.

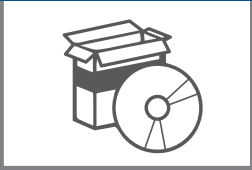
- ▶ Prepare final documentation
- ▶ Close open issues
- ▶ Document lessons learned
- ▶ Archive project material

For more information, contact your SHI Account Executive
or email: PSOOpportunities@SHI.com



End User Services (EUS)

SHI's End User practice offers exceptional world-class support and a variety of quality services for your desktop environment. Our team of experts work with your staff to simplify your IT support requirements and help you effectively execute your IT initiatives through the following available services:



Technology Refresh Services

- » Managed Hardware Deployment
- » OS Migration Services

Project-Based Desktop Services

- » Managed Project (Deliver, Install, Move)
- » Staff Augmentation

Managed Client Services – Seat Management

- » Install, Move, Add and Change Services – Break/Fix
- » Lifecycle Management

Technology delivered and deployed seamlessly into your environment!



PartnerDirect
Premier



Value Added
Reseller



lenovo FOR
THOSE
WHO DO.



Acquisition Services

SHI can provide your business with the services that surround the process of product fulfillment. We will address both the business and technical challenges that occur during the acquisition phase.

SHI Procurement and Configuration Services: Flexible, Cost-Effective

When you need customized systems of the highest quality in the shortest amount of time, you can rely on SHI's skilled technicians and state-of-the-art technology at our 140,000 square foot Integration Center. Located at SHI Corporate Headquarters in Somerset, New Jersey, this static-free climate-controlled facility contains over 500 build stations that utilize an efficient workflow process to image and configure up to 2,500 systems a day. With a warehouse that can stock up to 15,000 systems at any given time, the Integration Center can handle the largest and most complex configuration jobs. Our technicians hold a variety of certifications, including: A+, Network +, Cisco CCNA, MCP and MCSE, as well as authorizations from manufacturers such as Microsoft, VMWare, SUN, HP, Dell, Lenovo, IBM and additional manufacturers.

At SHI, we offer a comprehensive portfolio of services that can be mixed and matched to meet each customer's unique business requirements. Acquisition Services are the beginning portion in the PC lifecycle, which include:

- JIT Inventory Management
- Configurations
- Image Management Services (Build/Test/Certify)
- Asset Tagging and Serial Number Capture
- Server Rack and Stack
- Software Assessment and Planning

Potential Acquisition Challenges in which SHI can provide a solution:

- We need a vendor who will warehouse our products
- Our multi-manufacturer standards need to be preconfigured, staged, and warehoused.
- We need our products asset tagged and serial numbers referenced
- We need special, customized end-user instructions included in the box
- We need our servers assembled, tested, and certified prior to shipping
- We need entire multi-vendor networks pre-assembled
- We need third party memory added to our systems
- We need software assessment, deployment, and migration assistance
- We need a Total Solution (One Stop Shop)

JIT Inventory Management

Just in Time (JIT) Inventory Management refers to SHI warehousing the products for your roll-out project to ensure that, for all stages of the timeline, the necessary items are available and ready to be deployed as required. We work with your organization to develop a plan that is customized for the needs of your specific project. This also allows SHI to pre-configure systems for rapid deployment, for example, for new employee hires within a client.

Configuration Services

Add-on components (memory upgrades, NICs, hard drives, CDRW, DVD, etc.) from third parties or OEMs can be integrated into client desktops and laptops.

Image Management Services (Build/Test/Certify)

SHI will load your custom image to desktops, laptops and servers. We provide for testing of images with regard to system and application functionality, file and directory structure, as well as conflict resolution. All images are managed on site at SHI, with revisions and updates implemented at the client's request. All images are housed on both a secure, dedicated server and some form of back-up media for fault tolerance.

Asset Tagging and Serial Number Capture

SHI will asset tag any piece of equipment that we configure, according to the client instructions. Asset tags may be provided by the client or a format specification may be given to SHI for in house development or procurement through a third party vendor.

Server Rack and Stack

SHI ships to the customer a fully configured and wired rack ready to plug in upon receipt at the customers site. Our server configuration specialists will configure each server and install them into the rack of your choice along with any other equipment that is necessary for your environment such as UPS units, monitor and keyboard trays, KVM switches and a host of other options. We install cable management solutions as well as run the cables and label them to your specifications. This ensures that all the equipment will perform at 100% when it arrives at a customer site. Every server is labeled with an asset tag and a custom placard identifying the serial number of the server in the rack, and then provided with rack reports identifying each server, by serial number and configuration that resides in each asset tagged and serialized rack.

Software Assessment and Planning

SHI has in-house specialists who perform planning for, and deployment of, new software deployments, upgrades, and migrations. We often have been asked to provide a pre-implementation Infrastructure Readiness Assessment in advance. We have both broad capabilities and specific offerings, i.e. in Vista planning, Symantec Enterprise Vault/Backup Exec, LANDesk, and VMware.

Custom Label and Packaging

Working to your specifications, we can customize packaging and create labels (including custom bar code labels sized from .5x2 to 8.5x13.5) designed to capture and display the specific data you require.

For more information contact your SHI Representative today: 888-764-8888