

TIPS VENDOR AGREEMENT

Between _____ and
(Company Name)

**THE INTERLOCAL PURCHASING SYSTEM (TIPS)
For
RFP 170306 Technology Solutions, Products and Services**

General Information

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor’s proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TISP by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement 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 Agreement.

Definitions

PURCHASE ORDER is the TIPS member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS member 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.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating "No Charge" or "\$0" or other similar indication.

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.)

Agreements

All Agreements 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.

Agreements 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 Agreements

No assignment of Agreement 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 Agreement.
2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 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 Agreement.

Renewal of Agreements

The Agreement with TIPS is for one (1) year with an option for renewal for additional consecutive years as provided in the solicitation. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree.

Automatic Renewal Clauses Incorporated in Awarded Vendor Agreements with TIPS Members Resulting from the Solicitation and with the Vendor Named in this Agreement.

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

Shipments

The Vendor shall ship ordered products within a commercially reasonable time 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 agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

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 according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

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

Participation Fees

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

Indemnity

- 1. Indemnity for Personality Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, 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 Agreements.** 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 Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. 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, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this Agreement 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 Agreements for categories when deemed in the best interest of the TIPS membership. Bidders scoring the RFP's specified percentage 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 Agreement 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 Agreement 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 48 hours of receipt of order.

Termination for Convenience

TIPS has the right to terminate the agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under 2 CFR part 200.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS member to the awarded vendor indicating on the PO "Agreement Number". 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 Agreement

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. In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Vendor's Agreement document shall not become part of TIPS's Agreement 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 Agreement. TIPS reserves the right to stop work and/or cancel Agreement 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 Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. TIPS reserves the right to accept or reject any new party. A simple change of name agreement will not change the Agreement 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 Agreement 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 Agreement". 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 Agreement by awarded vendor must have prior approval from TIPS.

Supplemental agreements

The entity participating in the TIPS Agreement 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 Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Agreement shall survive the expiration or termination of the Agreement. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the 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 Agreement 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 Agreement. 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 and payment bonds will be required on construction or labor required jobs. 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 or Agreement.

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 and/or an Agreement 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 Agreements are required, they will be attached to the PO and shall take precedence over those in the base Agreement.

Project Delivery Order Procedures

The TIPS member having approved and signed an interlocal agreement, or other TIPS membership document, may make a request of the awarded vendor under this Agreement when the TIPS member 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.

Incorporation of Solicitation

The TIPS Request for Proposals or the Request for Competitive Sealed Proposals solicitation and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

Special Terms and Conditions

It is the intent of TIPS to Agreement 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.

- **Agreements:** All vendor purchase orders and/or Agreements/agreements 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 Agreement:** 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 Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
 - **Daily Order Confirmation:** All Agreement 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.
-

Term of Agreement is one year with renewal options for up to two additional years as provided in the solicitation.

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 170306 Technology Solutions, Products and Services

Company Name Securranty, Inc

Address 15995 N. Barkers Landing Drive, Suite 210

City Houston State TX Zip 77079

Phone 832-788-7746 Fax 608-492-6129

Email of Authorized Representative Sadiq.Dosani@securranty.com

Name of Authorized Representative Sadiq Dosani

Title CEO

Signature of Authorized Representative 

Date 04-19-2017

TIPS Authorized Representative Name Meredith Barton

Title TIPS Vice President of Operations

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date May 26, 2017

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region 8 Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Sarah Bond, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department
Fax				Building
Bid Number	170306 Addendum 2	Department		Floor/Room
Title	Technology Solutions Products and Services	Building		Telephone
Bid Type	RFP			Fax
Issue Date	3/2/2017 08:04 AM (CT)	Floor/Room		Email
Close Date	4/21/2017 03:00:00 PM (CT)	Telephone	(866) 839-8477	
		Fax	(866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Securranty, Inc
Address	15995 N. Barkers Landing, Suite 210 Houston, TX 77079
Contact	Sadiq Dosani
Department	
Building	
Floor/Room	
Telephone	(877) 592-7726
Fax	
Email	sadiq.dosani@securranty.com
Submitted	4/21/2017 01:14:09 PM (CT)
Total	\$0.00

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

Signature sadiq Dosani

Email Sadiq.dosani@securranty.com

Supplier Notes

We provide additional discounts based on these factors: (1) # of warranty insurance plans being purchased (2) If devices are in protective case (3) if devices are for classroom use only. We can also create a customized solution for your school/University. All our obligations are insured by a \$25 Billion A.M Best rated A" Excellent" Insurer. We highly recommend you ask for a demo of our proprietary portal for the many benefits it offers for being our customer that include asset management, tracking, claims tracking in real time including reports. We are confident of the uniqueness of our proprietary platform built for all our clients including K-20. We are an End to End Managed Services solution including Warranty & Insurance programs customized to meet your budget & Service Level Requirements.

Bid Notes

Bid Activities

Bid Messages

Date	Subject	Message
03/02/17	Update: Technology Solutions Products and Services	<p>Good Morning,</p> <p>We are aware that the documents uploaded to this RFP are not the correct ones that should be associated with it. We will have this resolved before the end of business day and apologize for any inconvenience that occurred.</p> <p>Thank you for your patience,</p> <p>The TIPS Team</p>

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	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.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Securranty provides a K-20 warranty and insurance solution for Apple iPads, Acer Chromebooks, Asus Chromebooks, HP Chromebooks, Microsft Surface, Lenovo Laptop & Chromebook warranty and Insurance. Our warranty and insurance solution includes unlimited claims for repairs and replacements result of a mechanical breakdown or malfunction, accidental damage such as cracked screens or liquid damage and includes theft. Our cloud based portal provides asset tracking of each device by student name, serial #, grade level and school. More importantly, you can track each claim online for a 5 day repair guarantee including 2 way free postage shipping and tracking all within your account. Please download our brochure by clicking on https://www.securranty.com/TermsConditions

6	Primary Contact Name	Primary Contact Name	Sadiq Dosani
7	Primary Contact Title	Primary Contact Title	CEO
8	Primary Contact Email	Primary Contact Email	Sadiq.dosani@securranty.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8327887746
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6084926129
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8327887746
12	Secondary Contact Name	Secondary Contact Name	Eric Fruithandler
13	Secondary Contact Title	Secondary Contact Title	SVP Business Development
14	Secondary Contact Email	Secondary Contact Email	Eric.Fruithandler@securranty.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2147848441
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6084926129
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	2147848441
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Salimah Dosani
19	Admin Fee Contact Email	Admin Fee Contact Email	Salimah.Dosani@securranty.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8327660698
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Sadiq Dosani
22	Purchase Order Contact Email	Purchase Order Contact Email	Sadiq.Dosani@securranty.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8327887746
24	Company Website	Company Website (Format - www.company.com)	www.securranty.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	45-2496878
26	Primary Address	Primary Address	15995 N. Barkers Landing Suite 210
27	Primary Address City	Primary Address City	Houston
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	77079

30	Search Words:	Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)	Apple iPad Warranty, Apple iPad Insurance, Apple iPad Protection Plan, Apple iPad Repair, Apple iPad DEP Enrollment, Apple iPad Break Fix, Acer Chromebook Warranty, Asus Chromebook Warranty, HP Chromebook Warranty, Chromebook Insurance, Chromebook Repair, Microsoft Surface Warranty, Microsoft Surface Insurance, Microsoft Surface Beak Fix Repair, Extended Warranty, Managed Services, Device Deployment, Mobile Device Management, Mobility Management, Rugged Handheld Warranty, Protection Plans, Tough book Warranty, Tablet Warranty, Tablet Insurance, Apple iPhone Insurance, Cell Phone Insurance, Cell phone warranty, Desktop Computers, Servers & Printer Warranty,
31	Yes - No	Do you wish to be eligible to participate in a TIPS contract in which a TIPS member utilizes federal funds on contracts exceeding \$100,000? (Non-Construction)	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) Company submitting bid is a Texas resident bidder?	Yes
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Houston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TX
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37)	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	No
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	Pricing Information:	Pricing information section. (Questions 39 - 42)	(No Response Required)
39	Yes - No	In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. If answer is NO, include a statement detailing how pricing for TIPS participants would be calculated in the PRICING document that is uploaded to the "Response Attachments" PRICING section.	Yes
40	Yes - No	Pricing submitted includes the TIPS administration fee?	Yes
41	Yes - No	Vendor agrees to remit to TIPS the required administration fee?	Yes
42	Yes - No	Additional discounts to TIPS members for bulk quantities or scope of work?	Yes
43	Start Time	Average start time after receipt of customer order is ____ working days?	1
44	Years Experience	Company years experience in this category?	7

45	Resellers:	Does the vendor have resellers that it will name under this contract? (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
46	Prices are guaranteed for?	(___Month(s), ___ Year(s), or Term of Contract) (Standard term is "Term of Contract")	Term of Contract
47	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform the awarded agreement with a TIPS member at your discretion?	No
48	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 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. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
49	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ	If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686 You may find the Blank CIQ form on our website at: Copy and Paste the following link into a new browser or tab: https://www.tips-usa.com/assets/documents/docs/CIQ.pdf Do you have any conflicts under this statutory requirement?	No
50	Filing of Form CIQ	If yes (above), have you filed a form CIQ as directed here?	
51	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes
52	Regulatory Standing	Regulatory Standing explanation of no answer.	

53 Antitrust Certification Statements (Tex. Government Code § 2155.005)

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By agreeing to the form, the prospective lower tier participant is providing the certification set out on the form 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.

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

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or disbarment is in place, which would preclude receiving a federally funded contract as described above.

- 56 Non-Discrimination Statement and Certification In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.
(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)
USDA is an equal opportunity provider, employer, and lender.

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

certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited law and regulations.

57 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

(No Response Required)

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members is the subgrantee or Subrecipient by definition. The federal Rule numbering or identification below is only for reference purpose on this form and does not identify an actual Federal designation or location of the rule. The Rules are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

58 2 CFR PART 200 (A) Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to Federal Rule (A) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree?

Yes

59 2 CFR PART 200 (B) 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 Federal Rule (B) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.
Does vendor agree?

Yes

60	2 CFR PART 200 (G) Clean Air Act	<p>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).</p> <p>Pursuant to Federal Rule (G) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to the terms listed and referenced therein.</p> <p>Does vendor agree?</p>	Yes
61	2 CFR PART 200 (H) Debarment and Suspension	<p>Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p> <p>Pursuant to Federal Rule (H) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies that they are not debarred from receiving a contract from the federal government as provided therein.</p> <p>Does vendor agree?</p>	Yes
62	2 CFR PART 200 (I) Byrd Anti-Lobbying Amendment	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to Federal Rule (I) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and after the awarded term of an award by the ESC Region 8 and TIPS Members resulting for this procurement process the vendor certifies to the terms included or referenced therein.</p> <p>Does vendor agree?</p>	Yes

63	2 CFR PART 200 Federal Rule (12)	<p>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)</p> <p>Pursuant to Federal Rule (12) above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
64	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with</p> <p>maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	Yes

65 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws of State of Texas." Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

66 Remedies

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

Yes, I Agree

67 Remedies Explanation of No Answer

68	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
69	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
70	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
71	Alternative Dispute Resolution Explanation of No Answer		
72	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights in connection with the vendor's proposal or ultimate contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

73 Infringement(s) Explanation of No Answer

74 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

75 Acts or Omissions Explanation of No Answer

76 Contract Governance

Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language.

Yes

77 Payment Terms and Funding Out Clause

Payment Terms:
TIPS members pay net 30 or at point of sale and complies with the State of Texas payment law, Texas Government Code, Chapter 2251. See statute for specifics or consult your legal counsel. These are minimum terms required of the TIPS member in Texas by law and the parties may negotiate custom payment terms as desired provided they do not violate the statutory requirements. Statutory or binding regulations control TIPS members in this contract.
Funding out Clause:
Pursuant to Texas Local Government Code Sec. 271.903, any proposal offer accepted by TIPS and its members and all contracts to be approved are subject to the budgeting and appropriation of then currently available funds. See statute for specifics or consult your legal counsel.
Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes

78 Insurance and Fingerprint Requirements Information

Insurance

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

Fingerprint

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

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

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

79 Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

(a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state.

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

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

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

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

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

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

80 Solicitation Deviation/Compliance

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation? Yes

- | | | | |
|----|--|---|-----|
| 81 | Solicitation Exceptions/Deviations Explanation | <p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p> | |
| 82 | Agreement Deviation/Compliance | Does the vendor agree with the language in the Vendor Agreement? | Yes |
| 83 | Agreement Exceptions/Deviations Explanation | <p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p> | |

Line Items

Response Total: \$0.00



Date: May 26, 2017
RE: 170306 – Technology Solutions Products and Services (Addendum 2)

Addendum 1 was issued 3/2/2017. This addendum corrected the wrong documents being uploaded with the RFP.
Addendum 2 was issued on 4/7/2017. This addendum added a separate upload section for the price lists required for this RFP.
This original bid closing date was extended from April 21, 2017 to April 27, 2017.

Sarah Bond

Sarah Bond
Contracts Compliance Specialist

Screen shot from TIIPS eBid System, showing history of RFP 170306 – Technology Solutions Products and Services (Addendum 2)

Date	Line	Description
Bid Audit History		
Return		
4/24/2017 11:28 AM (CT)	Header	Bid request unsealed by SPONDTIPS.
4/21/2017 03:00 PM (CT)	Header	Bid request closed by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum issued by the system.
4/7/2017 11:53 AM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS added an upload section for the Pricing Spreadsheet #2. Both pricing spreadsheets are required.
4/7/2017 11:38 AM (CT)	Header	Bid Request Information Copied from Bid 170306 Addendum 1 by RPOWELLTIIPS.
3/2/2017 12:14 PM (CT)	Header	Addendum issued by the system.
3/2/2017 12:14 PM (CT)	Header	Addendum published by RPOWELLTIIPS. Reason: TIIPS inadvertently attached the incorrect documents for RFP 170306 and has issued this addendum to correct the problem. We apologize for the inconvenience.
3/2/2017 12:00 PM (CT)	Header	Bid Request Information Copied from Bid 170306 by RPOWELLTIIPS.
3/2/2017 09:04 AM (CT)	Header	Bid message sent to 'Invited and Responding Suppliers'
3/2/2017 08:04 AM (CT)	Header	Bid request issued by the system.
2/28/2017 09:29 AM (CT)	Header	Bid request published by RPOWELLTIIPS. - Issue time adjusted by the system to balance workload.
2/28/2017 09:22 AM (CT)	Header	Bid Request Information Copied from Bid 444444 by RPOWELLTIIPS.
2/28/2017 09:22 AM (CT)	Header	Bid Request created by RPOWELLTIIPS.
Items 1 - 13 shown of 13		
Addendum Audit History		
Return		
Date	Line	Description
4/7/2017 11:58 AM (CT)	Header	Addendum 2 created for bid 170306 by RPOWELLTIIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: 170306_Agreement.pdf Description: RFP 170306 Agreement by RPOWELLTIIPS.
3/2/2017 12:04 PM (CT)	Header	Attachment was added. File Name: 170306_Agreement_Signature_Form.pdf Description: RFP 170306 Agreement Signature Form by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: 170306_Base_Forms_Required.pdf Description: RFP 170306 Required Base Forms by RPOWELLTIIPS.
3/2/2017 12:03 PM (CT)	Header	Attachment was added. File Name: 170306_Pricing_Form_1.xlsx Description: RFP 170306 Pricing Form #1 Spreadsheet by RPOWELLTIIPS.
3/2/2017 12:02 PM (CT)	Header	Attachment was added. File Name: 170306_Pricing_Form_2.xlsx Description: RFP 170306 Pricing Form #2 Spreadsheet by RPOWELLTIIPS.
3/2/2017 12:01 PM (CT)	Header	Attachment was added. File Name: 170306_RFP.pdf Description: RFP 170306 Specifications and Instructions by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Agreement_Signature_Form.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_1.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Pricing_Form_2.xlsx was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_Base_Forms_Required.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Attachment 170305_RFP.pdf was deleted by RPOWELLTIIPS.
3/2/2017 12:00 PM (CT)	Header	Addendum 1 created for bid 170306 by RPOWELLTIIPS.
Items 1 - 14 shown of 14		

REFERENCES

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

You may provide more than three (3) references.

Entity Name	Contact Person	Email	Phone
Mitchell County Board of Education	Shana Cook	scook@mhslive.net	(828) 766-3392
Shewsbury Public Schools	Brian L'Heureux	blheureux@shrewsbury.k12.ma.us	(508) 841-8820
Grafton Public Schools	Neil L. Trahan	trahann@grafton.k12.ma.us	(508) 887-1303
Sullivan School District	Chris Rowe	rowec@sullivaneagles.org	(573) 468-3886
Insight Investments (Education Reseller Partner)	Zachary Bailey	zbailey@2ndgear.com	(714) 622-3156
Avnet (Education Reseller Partner)	Todd Dahlgren	todd.dahlgren@avnet.com	(612) 759-7504
NRG Energy (Enterprise)	Cleve Ingalls	cleve.ingalls@nrg.com	(713) 537-3096
Ceva Logistics (Enterprise)	Ginger Ratliff	ginger.ratcliff@cevalogistics.com	(832) 601-5441
Rollins/Orkin (Enterprise)	Jamie Low	jlow01@rollins.com	(404) 888-2299
Safelite (Enterprise)	Gary Bone	gary.bone@safelite.com	(614) 210 9704
Houston Distributing Company (Enterprise)	Jose Ramirez	joser@houstondistributing.com	(210) 880-2737

Resellers - Dealers

Reseller/Dealer Name	Address	City	State	Zip	Contact Name	Contact Email	Contact Phone	Contact Fax	Company Website
eSquared (e2cc)	4625 South Ash Ave., Suite 117	Tempe	AZ	85282	Andrew Painted	apainter@e2cc.com	214-710-2903		www.e2cc.com

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 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.

Name/Address of Organization

Name/Title of Submitting Official



Signature

Date

FELONY CONVICTION NOTICE

Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice:

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

Complete only one of the three below: A or B or C.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Official: Sadiq Dosani
Print Authorized Company Official’s Name

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

Signature of Authorized Company Official: _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Authorized Company Official: 

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): _____

Details of Conviction(s): _____

Signature of Authorized Company Official: _____

CERTIFICATION BY CORPORATE OFFERER

IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: Securranty, Inc.
(Name of Corporation)

I, Arif Lawji **certify that I am the Secretary of the Corporation**
(Name of Corporate Secretary)

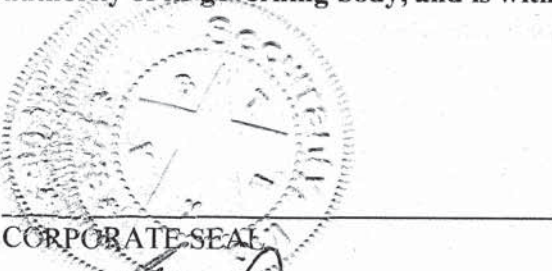
named as OFFERER herein above; that

Sadiq Dosani
(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

CEO
(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.



[Handwritten Signature]
SIGNATURE

4/16/2017
DATE

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

The Education Service Center Region 8 and TIPS anticipate possibly using federal funds for procurement under this potential award and is required to obtain the following compliance assurance.

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

YES or NO

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

YES or NO

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

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

(b) Affirmative steps must include:

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

Company Name _____

Print name of authorized representative _____

Signature of authorized representative _____ 

Date 4/19/17

FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF SUBMITTED MATERIALS.

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Tex Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the District receives a Public Information Request.) Education Service Center Region 8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Tex Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by Education Service Center Region 8 and TIPS is confidential and exempt from public disclosure.

I DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials:

Securranty, Inc.

Name of company claiming confidential status of material

Sadiq Dosani, CEO



Printed Name, Title, and Signature of authorized company officer claiming confidential status of material

15995 N. Barkers Landing, Suite 210, Houston, Texas 77079 832-788-7746

Address

City

State

ZIP

Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

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

Name of company expressly waiving confidential status of material

Printed Name, Title, and Signature of authorized company officer expressly waiving confidential status of material

Address

City

State

ZIP

Phone



WE HAVE APPLIED FOR CERTIFICATION FOR EDWOSB. ONCE CERTIFICATION IS RECEIVED, WE WILL PROVIDE COPY. INFORMATION ONLY.

EDWOSB CERTIFICATION APPLICATION

Women-Owned Small Business Certification

U.S. Women's Chamber of Commerce

Dear business owner:

Thank you for your interest in securing an **Economically Disadvantaged Women-Owned Small Business** (EDWOSB) certification from the U.S. Women's Chamber of Commerce™ to support your business' efforts to take part in the federal government Economically Disadvantaged Women-Owned Small Business (EDWOSB) Program as authorized by section 811 of the Small Business Reauthorization Act of 2000, Public Law 106-554 (15 U.S. C. 637(m)).

Note: If you are seeking a Women-Owned Small Business Certification (WOSB), please use the WOSB Application instead of this EDWOSB Application.

The U.S. Women's Chamber of Commerce™ is a recognized Third-Party Certifier for this program. As such, we strictly follow the requirements for Third-Party Certifiers as set forth by the U.S. Small Business Administration (SBA) and the regulations as published by the SBA at 13 C. F. R. part 127 which govern the WOSB and EDWOSB programs.

Please note: It is important that you first complete the "**Preliminary Acknowledgements**" document. Your EDWOSB Application will not be accepted until you have read, confirmed, and signed the "Preliminary Acknowledgements." You must also make payment to the U.S. Women's Chamber of Commerce for this certification service.

I have read, confirmed and signed the "Preliminary Acknowledgements" document. ✓ Yes

I have made payment to U.S. Women's Chamber of Commerce for certification services. ✓ Yes

NEXT STEPS:

1. Complete, sign and submit this EDWOSB Certification Application.
2. Upload the required supporting documents as detailed within this document. If you have any additional information to provide that does not fit within the form spaces of this application, simply prepare an additional document to submit along with your supporting documents.
3. Notify the U.S. Women's Chamber of Commerce Certification Team that your application is ready for review and examination.

If you have any questions regarding the certification process or the WOSB/EDWOSB programs, please go to <http://www.uswcc.org/certification> for complete details and instructions or call the U.S. Women's Chamber of Commerce Certification Team at 888-418-7922, ext. 1900.

Margot Dorfman, CEO
U.S. Women's Chamber of Commerce

SECTION ONE: BUSINESS PROFILE

Name of Applicant Business: Securranty, Inc.

Trade Names or DBA Names: _____

Primary Contact: Salimah Dosani Title: President

Primary Telephone: 832-766-0698 Secondary: 832-788-7746

Fax Number: _____ Web-Site: www.securranty.com

Email Address: salimah.dosani@securranty.com

Physical Address: 15995 N. Barkers Landing Suite 210

City: Houston County: Harris State: TX Zip: 77079

Mailing Address: P O Box 940908

City: Houston County: Harris State: TX Zip: 77094

In what state is your business chartered or incorporated? Texas

Has your firm ever existed under different ownership or a different name? Yes No

If yes, please explain: Converted LLC to Inc. Shares sold and stock transferred.

Type of Business: (select all that apply)

- | | | |
|---------------|---|---------------------------|
| Manufacturing | Retail Dealer | Non-Professional Services |
| Construction | <input checked="" type="checkbox"/> Professional Services | Wholesale |
| Concession | Franchise | Broker |

Primary Product or Services: Warranty and Insurance administrator and marketer.

Company Employer Identification Number (EIN): 45-2496878

Date Business Established: 06/09/2011

Dun & Bradstreet Number: 078849545

Does your firm currently hold any other "women-owned" business certifications? Yes No

If yes, please list below:

<u>Certifying Entity</u>	<u>Year First Obtained</u>	<u>Expiration Date</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Has your firm (under any name) or any of its owners, Board of Directors, officers or management personnel, ever withdrawn an application for certification as a women-owned firm, or ever been denied certification, decertified, debarred or suspended from certification as a women-owned firm by a government or third-party certifier (including the U.S. Women's Chamber of Commerce)?

Yes No

If yes, please explain: _____

Has the SBA ever issued a decision finding that this business concern does not qualify as a WOSB or EDWOSB?

Yes No

SECTION TWO: BUSINESS SIZE DECLARATION

To qualify as an EDWOSB, the applicant business is small for its primary NAICS code.

Primary NAICS Code: 64 (North American Industry Classification System)

Business' major products and services:

<u>Products/Services</u>	<u>NAICS</u>	<u>Share of Sales or Receipts for most recently completed fiscal year % of sale</u>	<u>Dollar Value</u>
Warranty/Insurance sales & admin	524128	0	0
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

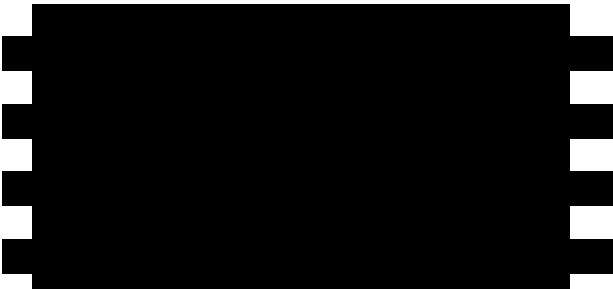
Applicants average number of employees (excluding affiliates) based on the number of persons employed on a full-time, part-time, temporary, or other basis during each of the pay periods of the preceding 12 calendar months (see 13 CFR 121.106):

14

How many employees (full-time, part-time, temporary, or other basis) does the business currently have?

12

Gross sales or receipts of business for each of its most recently completed three fiscal years as of the date of the application.



SECTION THREE: DIRECT OWNERSHIP & GENDER

To qualify as an EDWOSB, one or more women must unconditionally and directly own at least 51 percent of the concern. Ownership will be determined without regard to community property laws.

Requirement for unconditional ownership: To be considered unconditional, the ownership must not be subject to any conditions, executory agreements, voting trusts, or other arrangements that cause or potentially cause ownership benefits to go to another. The pledge or encumbrance of stock or other ownership interest as collateral, including seller-financed transactions, does not affect the unconditional nature of ownership if the terms follow normal commercial practices and the owner retains control absent violations of the terms.

Requirement for direct ownership: To be considered direct, the qualifying women must own 51 percent of the concern directly. The 51 percent ownership may not be through another business entity or a trust (including employee stock ownership plan) that is, in turn, owned and controlled by one or more women or economically disadvantaged women. However, ownership by a trust, such as a living trust, may be treated as the functional equivalent of ownership by a woman or economically disadvantaged woman where the trust is revocable, and the woman is the grantor, the trustee, and the sole current beneficiary of the trust.

Gender:

Do the birth certificates, naturalization papers, or passports for owners who are women show that the business concern is at least 51% owned and controlled by women who are U.S. Citizens?

Yes No

Is the 51% ownership by women subject to any conditions, executory agreements, voting trusts, or other arrangements that cause or potentially cause ownership benefits to go to another?

Yes No

Is the 51% ownership by women through another business entity (including employee stock ownership plan)?

Yes No

Is the 51% ownership by women held through a trust? Yes No

If yes, is the trust revocable, and the woman the grantor, a trustee, and the sole current beneficiary of the trust?

Yes No Not Applicable

Explain why Not Applicable: Stock ownership is in personal name.

[see next page]

Ownership: Complete the following for the four owners with greatest ownership interest.

OWNER ONE:

Owner Name: Salimah Dosani

Number of years as owner: 1 Percentage owned: % 71.33

Familial relationship to other owner(s): Brother in law owns 6.99% shares.

Initial investment to acquire ownership interest in firm:

Cash _____ Real Estate _____ Equipment _____ Other ^{Founder, idea, sweat equity.} _____

Does the owner work at the Applicant firm? Yes No

Receive compensation for work at Applicant firm? Yes No

Does this owner perform a management or supervisory function for another business?

Yes No If yes, identify:

Name of business: _____ Function: _____

Does this owner own or work for another firm(s) that has a relationship with this firm?
(e.g. ownership interest, share office space, financial investments, equipment leases, personnel sharing)

Yes No If yes, identify:

Name of business: _____ Function: _____

Nature of business relationship: _____

[see next page]

OWNER TWO:

Owner Name: _____

Number of years as owner: _____ Percentage owned: % _____

Familial relationship to other owner(s): _____

Initial investment to acquire ownership interest in firm:

Cash _____ Real Estate _____ Equipment _____ Other _____

Does the owner work at the Applicant firm? Yes No

Receive compensation for work at Applicant firm? Yes No

Does this owner perform a management or supervisory function for another business?

Yes No If yes, identify:

Name of business: _____ Function: _____

Does this owner own or work for another firm(s) that has a relationship with this firm?
(e.g. ownership interest, share office space, financial investments, equipment leases, personnel sharing)

Yes No If yes, identify:

Name of business: _____ Function: _____

Nature of business relationship: _____

OWNER THREE:

Owner Name: _____

Number of years as owner: _____ Percentage owned: % _____

Familial relationship to other owner(s): _____

Initial investment to acquire ownership interest in firm:

Cash _____ Real Estate _____ Equipment _____ Other _____

Does the owner work at the Applicant firm? Yes No

Receive compensation for work at Applicant firm? Yes No

Does this owner perform a management or supervisory function for another business?

Yes No If yes, identify:

Name of business: _____ Function: _____

Does this owner own or work for another firm(s) that has a relationship with this firm?
(e.g. ownership interest, share office space, financial investments, equipment leases, personnel sharing)

Yes No If yes, identify:

Name of business: _____ Function: _____

Nature of business relationship: _____

OWNER FOUR:

Owner Name: _____

Number of years as owner: _____ Percentage owned: % _____

Familial relationship to other owner(s): _____

Initial investment to acquire ownership interest in firm:

Cash _____ Real Estate _____ Equipment _____ Other _____

Does the owner work at the Applicant firm? Yes No

Receive compensation for work at Applicant firm? Yes No

Does this owner perform a management or supervisory function for another business?

Yes No If yes, identify:

Name of business: _____ Function: _____

Does this owner own or work for another firm(s) that has a relationship with this firm?
(e.g. ownership interest, share office space, financial investments, equipment leases, personnel sharing)

Yes No If yes, identify:

Name of business: _____ Function: _____

Nature of business relationship: _____

Please answer for your business formation type:

FOR CORPORATIONS: Do your stock ledger and stock certificates evidence that at least 51% of each class of voting stock outstanding and 51% of the aggregate of all stock outstanding is unconditionally and directly owned by one or more women?

Yes No NA

If "N/A," explain why: _____

In determining unconditional ownership of the concern, any unexercised stock options or similar agreements held by a woman will be disregarded. However, any unexercised stock option or other agreement, including the right to convert non-voting stock or debentures into voting stock, held by any other individual or entity will be treated as having been exercised.

FOR PARTNERSHIPS: If a partnership, does the partnership agreement evidence that at least 51% of each class of partnership interest is unconditionally and directly owned by one or more women?

Yes No NA

If "N/A," explain why: _____

FOR LIMITED LIABILITY COMPANIES: If a limited liability company, do the articles of organization and any amendments, and operating agreement and amendments, evidence that at least 51% of each class of member interest is unconditionally and directly owned by one or more women?

Yes No NA

If "N/A," explain why: _____

[see next page]

SECTION FOUR: CONTROL

To qualify as an EDWOSB, the management and daily business operations of the concern must be controlled by one or more women. Control by one or more women means that both the long-term decision making and the day-to-day management and administration of the business operations must be conducted by one or more women.

Identify your firm's Officers and Board of Directors:

<u>Officer</u>	<u>Board of Directors</u>	<u>Name</u>	<u>Title</u>	<u>Date Appointed</u>	<u>Gender</u>	<u>% of Ownership</u>
✓	✓	Salimah Dosani	President	12/04/2016	Female	71.33
	✓	Tom Anderson	Chairman	12/17/2015	Male	
✓	✓	Sadiq Dosani	CEO	06/09/2011	Male	

Citizenship of women owners:

<u>Name</u>	<u>% of Ownership</u>	<u>Citizenship</u>
Salimah Dosani	71.33	USA

Does the woman who holds the highest officer position of the concern work full-time and devote full-time to the business concern during normal working hours?

✓ Yes No

Does the woman who holds the highest officer position work part-time or full-time in any other business?

Yes No If yes, please provide the following:

<u>Business Name</u>	<u>Industry</u>	<u>Hours worked weekly</u>

Identify your firm's management personnel who control your firm in the following areas:

<u>Area</u>	<u>Name</u>	<u>Title</u>	<u>Gender</u>
Financial Decisions (acquiring credit, surety bonds, supplies, etc.)	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Estimating/Bidding	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Contract Execution	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Hiring/Firing	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Operations Supervision	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Purchasing of Major Equipment	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Authorized to Sign Company Checks	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male
Long term planning	Salimah Dosani	President	Female
	Sadiq Dosani	CEO	Male

Do any males or other entity exercise actual control or have the power to control the concern?

Yes No

Does your business rely upon any standard or required industry licenses, certifications, or expertise as a standard requirement for doing business and conducting sales within your industry?

Yes No

If yes, please list below:

<u>License/Expertise</u>	<u>License Holder</u>	<u>Date Acquired</u>	<u>Date Expires</u>
CLIP	Securranty, Inc/SalimahDosani	05/15/2017	05/15/2018
_____	_____	_____	_____
_____	_____	_____	_____

If any licenses above, are not held by the woman holding the highest officer position, detail experience and training that evidences the managerial experience needed to effectively manage and supervise those who possess the required licenses or technical expertise.

Does the business share any of the following with another business?

Yes No (check all that apply)

<u>Item</u>	<u>Explanation</u>
Equipment/Machinery	_____
Vehicles	_____
Office Space	_____
Storage Space	_____
Employees	_____

Control over business concern. Please answer for your business formation type:

FOR CORPORATIONS: Do the articles of incorporation and any amendments, articles of conversion, by-laws and amendments, shareholder meeting minutes showing director elections, shareholder meeting minutes showing officer elections, organizational meeting minutes, all issued stock certificates, stock ledger, buy-sell agreements, stock transfer agreements, voting agreements, and documents relating to stock options, including the right to convert non-voting stock or debentures into voting stock evidence that one or more women control the Board of Directors of the concern.

Yes No NA

FOR PARTNERSHIP: Does the partnership agreement evidence that one or more women serve as general partners, with control over all partnership decisions.

Yes No NA

FOR LIMITED LIABILITY COMPANY: Do the articles of organization and any amendments, and operating agreement and amendments evidence that one or more women serve as management members, with control over all decisions of the limited liability company.

Yes No NA

[see next page]

FINANCIAL CONTROL

Banking Information. Please provide details of your primary business banking relationship.

Name of Bank: Chase Bank Phone: 281-644-1407

Address: 23550 Westheimer Parkway

City: Katy State: TX Zip: 77494

List all signers on primary business bank account:

Salimah Dosani Sadiq Dosani

Identify the sources, amounts and purposes of the money loaned to your firm: (largest obligations)

<u>Loan Amount</u>	<u>Date Secured</u>	<u>Purpose of Loan</u>	<u>Lender</u> (individual or institution)
<u>126982.50</u>	<u>12/31/2015</u>	<u>Purchase of Shares</u>	<u>Suleman Lalani</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

List all contributions or transfer of assets to/from your firm and to/from any of its owners over the past two years:

<u>Contribution/Asset</u>	<u>Dollar Value</u>	<u>From Whom Transferred</u>	<u>To Whom Transferred</u>	<u>Relationship</u>	<u>Date of Transfer</u>
<u>Shares</u>	<u>380,949.00</u>	<u>Suleman Lalani</u>	<u>Securranty, LLC</u>	<u>LLC owner of 25.39%</u>	<u>12/31/2015</u>
<u>Shares</u>	<u>1,070,228.00</u>	<u>Sadiq Dosani</u>	<u>Salimah Dosani</u>	<u>spouse</u>	<u>12/31/2015</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

REQUIRED DOCUMENTS

I understand all of the following Supporting Documents must be provided (signed as applicable) as part of this Application for certification.

IMPORTANT: Please go here to upload your supporting documents - <http://www.uswcc.org/certification-supporting-docs.aspx>. Each uploaded document title must start with your DUNS# followed by the document title. For example, **12345678_2010_BusinessTaxes**. This assures your documents are recognized and assigned to your certification package.

- Birth certificates, Naturalization papers, or unexpired passports for owners who are women.
- Copy of the joint venture agreement with any third party, if applicable.
- For limited liability companies: (i) Articles of organization (also referred to as certificate of organization or articles of formation) and all amendments; and (ii) Operating or member agreement, and all amendments.
- For corporations: (i) Articles of incorporation and all amendments; (ii) By-laws and all amendments; (iii) All issued stock certificates, including front and back copies, signed in accord with the by-laws; (iv) Stock ledger; (v) Shareholder or voting agreements, if any.
- For partnerships: the partnership agreement and all amendments.
- For sole proprietorships (and corporations, limited liability companies and partnerships if applicable): the assumed/fictitious name certificate(s).
- The firms most recent Federal 941 Quarterly Payroll Tax Returns.
- Federal business tax returns with all schedules and attachments for the last three years.
- Current business financial statements (Balance Sheet and Profit & Loss Statement).
- A written financial and management history of your firm including a complete history of ownership, origination and changes, management, cash and equity contributions.
- Resumes for all owners (more than 10%) to include education, training, employment and current job responsibilities. (Biographies are not acceptable. Resumes should include detailed professional experience with dates and titles.)
- W-2 or 1099 for every Officer, Director or Owner receiving compensation from the firm.
- Current bank signature card or corporate resolution detailing authorized signers.
- A copy of the most recent itemized payroll for all employees.
- Signed leases for all primary facilities.
- A list of all major capital assets, such as property, office/facilities, equipment, vehicles with value, ownership or lease status noted, and (if leased) the name of the entity from which the equipment was leased.
- Documentation of any transfer of assets to or from the firm or between Officers, Directors or Owners within the last two years.
- Copies of all licenses and/or certifications required for primary business activities of the firm.
- For each woman claiming economic disadvantage:
 - Personal Financial Disclosure. The EDWOSB Application Personal Financial Disclosures form - <http://www.uswcc.org/personal-financial-disclosures.aspx>.
 - Personal Financial Statement, Form 413 - available to the public at <http://www.sba.gov/content/personal-financial-statement>.
 - Singed copies of the three most recent personal income tax returns (including all schedules and attachments) and their spouses, unless the individual and their spouse are legally separated.

CERTIFICATION: SIGNATURE

By signing this form, I certify that:

1. I have personally reviewed the responses to every question on this form and all supporting documents I am providing in conjunction with this application for certification.
2. All responses, statements and information provided, and documents I submit in conjunction with this certification application are true and complete to the best of my knowledge.
3. All of the acknowledgements previously signed and agreed to in the "Preliminary Acknowledgements" are part of the process of Women-Owned Small Business and/or Economically Disadvantaged Women-Owned Small Business certification process as facilitated by the U.S. Women's Chamber of Commerce.
4. The U.S. Women's Chamber of Commerce may request further clarification or supporting documentation in order to assist in the certification process including examination and review of books, records, documents and files, in whatever form they exist of the named firm and its affiliates, inspection of its place(s) of business and equipment, and to permit interviews of its principals, agents and employees. I understand the refusal to permit such inquiries or provide additional materials when requested shall be grounds for denial of certification.
5. I understand the U.S. Women's Chamber of Commerce may also request clarification, supporting documentation, and inspect my place of business anytime during the period my business holds a certification from the U.S. Women's Chamber of Commerce to assure quality control of the U.S. Women's Chamber of Commerce certification.
6. I agree to hold the U.S. Women's Chamber of Commerce harmless from any and all claims, demands, and damages whatsoever arising out of the presentation of this application and agree to indemnify and hold harmless the U.S. Women's Chamber of Commerce for any and all liability in connection with the certification of the information contained in this application.
7. I understand that all materials submitted with this application shall become the sole property of the U.S. Women's Chamber of Commerce.
8. I authorize the U.S. Women's Chamber of Commerce to make contact with any entity named in the application including but not limited to banking institutions, credit agencies, other certifying entities for the purpose of verifying the information supplied.
9. I authorize the U.S. Women's Chamber of Commerce to provide the SBA or any Federal Government entity with any documentation relied upon for certification request by the SBA or any Federal Government entity in response to a status protest, eligibility examination, performance review, investigation, or audit.
10. I understand I am representing on my own behalf, and on behalf of the business for which this application is being submitted.
11. I am an officer of the Applicant firm authorized to represent it and sign this certification application on its behalf.

Business Name: Securranty, Inc

Authorized Signer: Salimah Dosani Title: President

Signature: Salimah Dosani

Date: 04/15/2017

TITLE	EDWOSB: Application
FILE NAME	Application_EDWOSB_USWCC_rev_0812.pdf
DOCUMENT ID	6fcb86ff3cb8a8458cfe2fbb15446ef9e3a5c3f1
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04/14/2017
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04/15/2017
12:47:52 UTC-5

Signed by - (salimah.dosani@securranty.com)
IP: 98.201.12.240



04/15/2017
12:47:52 UTC-5

The document has been completed.

IMPORTANT NOTICE TO PROPOSER:

**IF YOU WANT YOUR PROPOSAL TO BE CONSIDERED FOR USE BY TEXAS STATE
AGENCIES AND UNIVERSITIES AND SOME APPLICABLE LOCAL ENTITIES,**

YOU MUST COMPLETE THE FOLLOWING FORM

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

ATTACHED BELOW IS THE OFFICIAL STATE OF TEXAS FORM



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you have a continuous contract in place for five (5) years or less does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements"; complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract
 - Section 2 b. - List all the portions of work you will subcontract, and indicated the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources, complete:
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION-1: RESPONDENT AND REQUISITION INFORM

- a. Respondent (Company) Name: _____ State of Texas VID #: 14524968782
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? - Yes - No **In process of submitting HUB certification**
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: Securranty, Inc. Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>).

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____

Requisition #: _____

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

a. This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

**Continuous Contract: Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.*

Enter your company's name here: _____ Requisition #: _____

SECTION-3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- Yes (If Yes, in the space provided below list the specific page(s)/section(s) of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- No (If No, in the space provided below explain how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION-4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: _____	Requisition #: _____
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IMPORTANT: If you responded “Yes” to SECTION 2, Items c or d of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>.

SECTION A-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: Description:

SECTION A-2: SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: _____	Requisition #: _____
---------------------------------------	----------------------

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If *Yes*, to continue to SECTION B-4.)
- No / Not Applicable (If *No* or *Not Applicable*, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://mycpa.state.tx.us/tpasscmblsearch/index.jsp>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID Number	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

- d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: Description:

b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in SECTION B-1. Also identify whether they are a Texas certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



Master Service Plan Agreement

Securranty Protection Plan Summary

HOW LONG OUR COVERAGE LASTS:

New/Refurbished items, the Plan begins the day you purchased the item and lasts for the number of years you chose at purchase time. If you choose a monthly billing plan, Plan begins the day you purchase the Plan and lasts till you cancel.

Open Enrollment, offered to first time customers for initial enrollment of devices previously not covered under any warranty or insurance, provided they are fully functional with no pre-existing conditions. The Plan begins the day you purchase the plan and lasts for the number of years you chose at the time of plan purchase. If you choose a monthly billing plan, Plan begins the day you purchase the Plan and lasts till you cancel.

WHAT WE COVER:

- (a) **Mechanical Failure:** Our Standard Protection Plan covers Mechanical & Electrical Failures that occur during normal use. Examples include hard drive failure, stuck cell phone key pads & other malfunctions, not resulting from Accidental Damage from Handling (ADH).
- (b) **Accidental Damage from Handling (ADH):** If you purchased Accidental Damage from Handling (ADH) coverage, the Protection Plan covers damage to item from drops, liquid spills, full immersion and other accidental damage. ADH does not cover Lost or Theft.
- (c) **Lost (Mysterious Disappearance):** Lost item coverage when offered and purchased, provides coverage when item is lost or its whereabouts unknown and the user is unable to locate. An affidavit is required for this claim.
- (d) **Theft:** Theft of item coverage, when offered and purchased, provides coverage when item is stolen. A police report is required to be filed.

SERVICE LEVEL AGREEMENTS, HOW COVERAGE WORKS:

For items covered by a Manufacturer's warranty,

- For certain items like phones & tablets, if we offered to cover your item during Manufacturer's warranty, we will cover it. Otherwise,
- First, we'll locate the manufacturer's contact information to help you file a claim.
- If the manufacturer replaces or repairs your item, we'll cover the repaired or replaced item.
- If the manufacturer refuses to honor their warranty because they consider your item purchased from an unauthorized retailer, we'll still cover you

Instant Replacements (Replaced Instantly)

- The Instant Replacement Inventory (Spare Pool) Service Level Agreement is offered for Phones & Tablets, and other large deployments for laptops, rugged devices and more. Inventory is provided to qualified customers at OUR expense.
- When filing a claim, you select the device used as a replacement from the spare pool of inventory
- The end user returns the claim device to our depot within 10 days of Claim Date
- At minimum, on a weekly basis, we evaluate inventory level based on claim activity and ship additional inventory automatically

Advanced Exchange Replacement (Shipped Same Day)

- The Advanced Exchange Service Level Agreement is offered for Phones & Tablets, and other large deployments for laptops, rugged devices and more.
- For claims filed by 5pm CST, we will ship you a replacement Same Day (Overnight Shipping) with return label enclosed
- The end user, upon receipt is must return the Claim Device in the enclosed shipping label using same shipping box to be received at our depot within 10 days of Claim Date.
- This Service Level Agreement is typically offered to Medium & Large Enterprise customers.



Same Day Repair:

- When filing a claim you may request Same Day Local Repair option, available worldwide
- When authorized, you'll pay the store and then submit to Us a copy of the detailed service repair invoice that identifies Your Product, the claim authorization number, and includes a thorough description of the repair made. This documentation should be faxed or emailed to Us and We will reimburse You within five (5) business days of receipt of all necessary paperwork, provided a covered repair was performed.
- Apple Genius Bar will repair or replace your phone as part of the Out-of-Warranty Repair. If they replace your phone, please update your serial# for your plan.

Depot Service:

- This Service Level Agreement requires the customer to ship device to our depot, we'll provide you a prepaid shipping label
- Once we receive your item, we'll repair it same day or within 24 hours of receiving and then ship it back to you.
- This process typically takes 3-5 days including transit time, if the end user ships soon as shipping label is provided

Life Cycle Management:

- When we receive a valid claim on a Device that has reached its End-of-Life and end of Life Cycle,
- We will replace the claim Device with a new or refurbished device of the same brand and of a similar model, or next generation of that model, that meets or exceeds the functionality of the claim Device.
- Example, iPhone 5 32GB would be replaced with next generation model of iPhone 5S 32GB

Returning Claim Devices:

When we have provided you with an advanced exchange by shipping a replacement or through Instant Inventory, you are responsible to:

- Return the claim device so it is received at our depot within 10 days of claim date, not applicable for lost and theft claims
- Before shipping, remove Apple ID (Find My Phone), Samsung Lock, and other password locks
- Our system will send you email notifications reminding you to return the claim device timely and to turn off Apple ID or passwords when received at our depot with such locks or passwords
- For failing to return claim device or removing locks of passwords, you will be billed the replacement cost of the replacement device we provided as part of the claim
- We will issue credit less processing fee of up to \$75, if we receive the claim device or password is removed from the claim device within 30 days of claim date

WHAT ISN'T COVERED:

There are 5 notable exclusions to your coverage. (Refer to the Terms & Conditions below for a full list.)

- Pre-existing conditions are not covered, mechanical failure or accidental damage
- Accidental Damage: Unless you are offered ADH coverage and you purchase ADH coverage, we don't cover items that are damaged accidentally. This includes water immersion, drops, and spills.
- Cosmetic Damage: We don't cover cosmetic damage that doesn't interfere with normal use of your item, like scratches, scuff marks or damage to cases
- Accessories and Buyer Replaceable Parts: We don't cover accessories or parts that are meant to be replaced by the buyer, like earpieces and ink cartridges.
- Software: We don't cover software issues, including for computers, phones, and tablets.

THE VALUE OF YOUR COVERAGE:

For certain products like Smart phones & Tablets where we offer unlimited claims; The Value of Your Coverage is simply that, Unlimited.



Otherwise, the value of your protection plan is in most cases equal to the purchase price of your item. Each time you file a valid claim, and we provide repair, the total value of your coverage is reduced by the cost of the claim. Then if you file another valid claim with us on the same item, and repairs are estimated to cost more than the remaining value of your Protection Plan, the remaining value of your Protection Plan will be offered instead.

HOW TO MAKE A CLAIM AND GET YOUR ITEM SERVICED:

- Login to www.securranty.com, or call us
- Select which item, the claim reason, and describe issue you're having, pay deductible (if applicable)
- We may contact you if we require additional information to validate the claim.
- Otherwise, our system automatically moves the claim to the next steps including generating shipping label, shipping a replacement or authorizing a local repair, based on the Service Level Agreement.

The program covers Company Owned (Corporate Liable) or Employee Owned (BYOD) devices, if devices are enrolled as per the terms & conditions.

TERMS & CONDITIONS

1. Plan Provider or Obligor:

2. Definitions: "We", "Us" and "Our" shall mean the Obligor. "You" or "Your" shall mean the purchaser of the Product(s) covered by this Service Agreement. "Service Agreement" or "Agreement" or "Plan" shall mean this document together with Your original purchase receipt. "Covered Product" shall mean the Product or type of Product covered by this Service Agreement. "Administrator" shall mean Securranty or our authorized third party provider used to process claims payments and/or cancellation refunds.

3. WHAT IS COVERED:

In consideration of payment of the Service Agreement price, this Service Agreement provides for either the repair or replacement of the covered product(s) subject to the terms and conditions below. This Agreement does not cover repair or replacement of the product for any of the causes or provide coverage for any losses set forth in the section entitled WHAT IS NOT COVERED below.

a) Repair Protection: If Your product is eligible for repair protection this Agreement provides, at Our discretion, for the repair or replacement of Your product to its standard operating condition provided the product, during normal usage, fails to perform its intended functions due to normal wear and tear; mechanical or electrical failure; or a defect in either materials or workmanship. Parts used to repair or replace the covered product may be new, refurbished or non-original manufacturer's parts that perform to factory specifications of the product.

b) Replacement Protection: If Your product is eligible for replacement protection this Agreement provides for a one time replacement of Your product(s) throughout the term of this agreement. Replacement products may be new or refurbished with like kind features and functionality. If a similar Product is unavailable, You may receive the original value of the product, excluding taxes, shipping or handling, in a check, gift card, or voucher at the discretion of the insurance company or obligor. You may be required to ship the product to a designated facility for inspection. One time replacement may not apply to Smart Phones & Tablets, if such a plan without limitation is offered at time of plan purchase.

c) Depot Service: Once your claim is approved, we will pay for shipping to and from our depot. Most items are repaired within 24 hours of receipt and shipped.

d) Power Surge Protection: This Agreement provides power surge protection from the date of purchase in the absence of any other insurance coverage. If Your product is damaged as a result of a power surge, we will service Your product in accordance with the terms herein.



e) No Lemon Guarantee: This Agreement provides that following the expiration of the manufacturer warranty term and after three service repairs have been completed for the same problem, on an individual product that requires a fourth repair, as determined by Us, We reserve the right to replace the product with one of like kind and quality, not to exceed the original purchase price of the product. This clause will be exercised at Our sole discretion.

f) Accidental Damage for Handling (ADH) Protection: If You purchased ADH Protection this Agreement provides coverage, from the date of purchase for plans purchased within 30 days of item purchase, for unintentional and accidental damage to the product that results from normal customary use and handling of the product such as drops and liquid spills that render the product inoperable. You will be required to ship the products to Our designated repair facility for inspection. If the product cannot be repaired it will be replaced with a product of like kind and quality. All shipping charges will be covered by the Agreement. Waiting period may apply when plans are not purchased within 30 days of item purchase.

4. Terms

a) Repair Plans: This Service Agreement shall commence upon the date of product purchase or delivery, whichever occurs last. The product manufacturer has primary responsibility for replacement and repairs during the manufacturer warranty period.

b) Replacement Plans: This Service Agreement commences upon expiration of the shortest portion of the manufacturer's original written warranty and terminates completely upon replacement of Your product or at the end of the term specified for the plan You purchased. All products replaced under this plan are the property of US in their entirety.

5. Limit of Liability: The total amount that We will pay for repairs made in connection with all claims that You make pursuant to this Service Agreement shall not exceed the purchase price of the Product, less taxes. In the event that We make payments for repairs, which in the aggregate, are equal to the Purchase Price, or We replace the Product with a new, rebuilt or refurbished Product of equal or similar features and functionality, We will have no further obligations under this Service Agreement. Exceptions may apply for Smart Phones and Tablets when unlimited claims is offered at the time of plan purchase.

6. To Obtain Service: If the covered product requires service login to your account and file a claim or call us
NOTE: YOU MUST OBTAIN PRIOR AUTHORIZATION IN ORDER TO RECEIVE COVERAGE FOR REPAIRS UNDER THIS SERVICE AGREEMENT.

7. Your Responsibilities: (a) You must provide proof of purchase with date, store name and price paid. (b) Select the correct plan when making the purchase (c) You must follow the instructions for use contained in the owner's manual of the product. You must have the product maintained in accordance with the manufacturer's recommendations, as outlined in the owner's manual. Failure to maintain the product in accordance with the manufacturer's instructions may result in denial of coverage under this Agreement.

8. Purchaser Records: You may be required to provide proof of purchase as a condition for receiving service under the Agreement. **Your Original Purchase Receipt and This Agreement Should Be Kept in a Safe Place.**

9. WHAT IS NOT COVERED:

a) Service Plans do not cover claims for; (a) incidental or consequential damages or pre-existing conditions; (b) damage from unauthorized Device modifications or alterations, or failure to follow the manufacturer's instructions for use; (c) Device accessories and supplies; (d) acts of God or terrorism; (e) Devices during deployment or Devices stored for deployment; unless WE are warehousing and deploying devices on your behalf to your end users (f) Devices in Transit, unless in Transit from Securranty to Client or to Employee, or in Transit from Client or Employee to Securranty using a Securranty-provided shipping label, or in Transit from



Client or Employee to Securranty without a Securranty-provided shipping label if Client or Employee has provided Securranty with proof of shipping and the shipping carrier's acknowledgement of receipt; (g) Demo Devices located in conference/meeting rooms, unless proof is provided that Device(s) were stored under lock & key; (h) loss which is not reported within 30 days after expiration of the Service Plan covering that Device; (i) loss or damage to stored data, repairs related to installed software, computer viruses, or computer hardware which is added after the original purchase; (j) any damage to data caused by a computer virus; (k) any damage to recording media including any software programs, data, or configuration/setup information resident on any mass storage Devices such as hard drives; (l) Devices with removed or altered serial numbers; (m) damages for loss or corruption of data and/or the restoration of software and operating systems; (n) damage resulting from loss of use, loss of business, loss of profits, down-time and charges for time and effort; (o) damage resulting from the use of the Device in a manner for which it was not intended or intentional misuse and abuse; (p) any failures, or parts and/or labor cost incurred as a result of a manufacturer's recall.

- b) **DISHONEST ACTS:** Securranty will not cover loss or damage caused by the Client's dishonesty, by an Employee's dishonesty or by the dishonesty of anyone acting on behalf of the Client. Nor does Securranty cover any loss or damage arising from illegal acts whether committed alone or in collusion with others.
- c) **INTENTIONAL ACTS:** Securranty will not cover loss or damage caused by the Client's intentional damage or destruction of property, or the intentional damage or destruction of property caused by an Employee or anyone acting on behalf of the Client or the Employee, covered under a Service Plan.
- d) **INCIDENTAL OR CONSEQUENTIAL DAMAGE:** Securranty covers loss or damage due to mechanical breakdown of a Device for which a Service Plan is purchased, up to the purchase price of the Device. If a fire or explosion ensues due to mechanical breakdown of a Device, Securranty will NOT pay for that ensuing loss or damage, or any other form of incidental or consequential damage.

10. Cancellation: You may cancel this Plan at any time... If You cancel within the first thirty (30) days after purchasing this Plan You will receive a full refund, less any claims or replacements paid for or pending. If You cancel after thirty (30) days following Your purchase of this Plan, You will receive a pro rata refund calculated on monthly plan rate based on the time remaining on Your Plan, less any claims paid or pending. We may only cancel this Plan for the following reasons: nonpayment of the Agreement contract price, fraud or material misrepresentation. If We cancel this Plan, we will provide You with written notice of cancellation listing the reason for such cancellation not later than fifteen (15) days before the effective date of termination, and will refund Your payment in full, less any claims paid or pending.

11. CONFIDENTIAL INFORMATION

11.1 During the course of this Agreement, either Party may provide the other Party with information that the disclosing Party wishes to be treated confidentially. "Confidential Information" means any information or data disclosed by a Party ("Disclosing Party") to the other Party (the "Recipient") that:

- (a) If in tangible form or other media that can be converted to readable form is clearly marked as confidential, proprietary or private when disclosed.
- (b) If oral or visual, is identified as confidential, proprietary or private when disclosed.

11.2 "Confidential Information" also includes any information, including, but not limited to all ideas, discoveries, concepts, know-how, trade secrets, techniques, designs, specifications, drawings, sketches, models, manuals, samples, tools, computer programs, technical information, data files, customer lists, correspondence and other records, and service availability, furnished to the other Party orally, visually or in writing under or in contemplation of this Agreement, or to which the other Party has access through performance of this Agreement and any other confidential business or personnel information or data, whether provided orally, in writing, or through electronic or other means.

11.3 The terms "Disclosing Party" and "Recipient" include each Party's Affiliates that disclose or receive Confidential Information. The rights and obligations of the Parties therefore also inure to such Affiliates and may be directly enforced by or against such Affiliates.

11.4 The Recipient agrees to:



- (a) Use the Confidential Information only for the purposes of this Agreement.
- (b) Restrict access and disclosure of the Confidential Information to the Recipient and its Affiliates and Persons with a "need to know" and not disclose it to any other person or entity without the prior written consent of the Disclosing Party.
- (c) Advise those Persons who have access to the Confidential Information of their obligations with respect thereto.
- (d) Copy Confidential Information only as necessary for those persons who are entitled to receive it, and ensure that all confidentiality notices are reproduced in full on such copies.

11.5 For purposes of this Agreement, "need to know" means that a person requires the Confidential Information to perform his, her or their responsibilities in connection with this Agreement.

11.6 The obligations of this Agreement will not apply to any proprietary or Confidential Information that the Recipient can demonstrate:

- (a) Is or becomes available to the public through no breach of this Agreement.
- (b) Was previously known by the Recipient without any obligation to hold it in confidence.
- (c) Is received from a third party free to disclose such information without restriction.
- (d) Is independently developed by the Recipient without the use of Confidential Information of the Disclosing Party.
- (e) Is approved for release by written authorization of the Disclosing Party, but only to the extent of such authorization.
- (f) Is required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure.
- (g) is disclosed in response to a valid order of a court of other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order, and only if the Recipient first notifies the Disclosing Party of the order and permits the Disclosing Party to seek an appropriate protective order.

11.7 The Parties agree that an impending or existing violation of these confidentiality provisions would cause the Disclosing Party irreparable injury for which it would have no adequate remedy at law, and agree that the Disclosing Party is entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it.

12. CHOICE OF LAW

THIS AGREEMENT AND ANY DISPUTE WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO CONFLICTS OF LAWS PROVISIONS. THE PARTIES AGREE TO THE EXCLUSIVE VENUE AND JURISDICTION OF THE U.S. DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS, OR THE TEXAS STATE COURTS IN HARRIS COUNTY, TEXAS. The Parties agree that, to the extent permitted, the provisions of the Uniform Computer Information Transactions Act, the Electronic Signatures in Global and National Commerce Act, the Uniform Electronic Transactions Act, the U.N. Convention on Contracts for the International Sale of Goods, any federal or state statutory adoptions or equivalents of the aforementioned Acts and Convention, and any other state or federal laws related to electronic contracts, electronic signatures, or electronic records shall not apply to this Agreement.

THE PRIOR DOCUMENT HAD THE TERMS & CONDITIONS FOR OUR WARRANTY & INSURANCE SOLUTIONS. WE ISSUE AN ACTUAL DOCUMENT TO CUSTOMER WITH TERMS & CONDITIONS WHEN SERVICE PLAN(S) IS/ARE PURCHASED WITHOUT THE MARKINGS OF "SAMPLE AGREEMENT"

THE DOCUMENT THAT FOLLOWS HAS THE TERMS & CONDITIONS FOR THE REPAIR SERVICE. WE ISSUE AN ACTUAL DOCUMENT TO CUSTOMER WITH TERMS & CONDITIONS FOR REPAIR SERVICE WHEN REPAIR SERVICE IS AUTHORIZED/PURCHASED WITHOUT THE MARKINGS OF "SAMPLE AGREEMENT"



Terms of Depot Service

90-Day Limited Warranty

Securranty Depot Repair ("SECURRANTY") warrants all repairs and parts free of defects in materials and workmanship for a period of 90 days from the date of purchase. If the unit should malfunction, it must be returned to SECURRANTY service center for evaluation and all costs of shipping shall be borne solely by the customer. SECURRANTY's certified technicians will diagnose the repair immediately upon receipt. Upon examination by SECURRANTY, if the unit is found to be defective it will be repaired or replaced at no charge and we will pay for return shipping. SECURRANTY's warranty, however, does not apply to defects resulting from any action of the customer, including but not limited to mishandling, physical damage, water damage, improper interfacing, operation outside of design limits, repair by someone other than SECURRANTY, use of any other product other than SECURRANTY products, or unauthorized modification. This warranty is VOID if the unit shows evidence of any misuse or mishandling, including but not limited to being tampered with (broken seal), being damaged as a result of excessive corrosion; or current, heat, moisture or vibration; improper specification; misapplication; abuse or other operating conditions outside of SECURRANTY's control. Software warranty applies to factory restores, backups, jailbreaks, unlocks, performed by SECURRANTY, and applies to computers, laptops, cellular phones, etc. Warranty is VOID, however, if customer performs any software modifications not limited to restore, updating software on the device, downloading unauthorized or unapproved software, viruses, malware, spyware, or attempts to modify any software that has been installed by SECURRANTY. SECURRANTY reserves the right to VOID any warranty if any improper software installations or modifications have been made after customer receives device. This warranty is non-transferable (for example this warranty does not apply to any purchaser who bought the product from a customer of SECURRANTY, or a reseller or distributor not authorized by SECURRANTY, including but not limited to purchases from internet auction sites).

Limitation of Liability

REPAIR OR REPLACEMENT OF THIS PRODUCT, AS PROVIDED HEREIN, IS YOUR EXCLUSIVE REMEDY. SECURRANTY SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST DATA, LOST REVENUES, LOST PROFITS, RENTAL OF REPLACEMENT EQUIPMENT, DOWNTIME, DAMAGE TO PROPERTY, AND THIRD-PARTY CLAIMS, ARISING OUT OF ANY THEORY OF RECOVERY, INCLUDING WARRANTY, CONTRACT, STATUTORY OR TORT. NOTWITHSTANDING THE TERM OF ANY WARRANTY OR ANY WARRANTY IMPLIED BY LAW, OR IN THE EVENT THAT ANY WARRANTY FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SECURRANTY'S TOTAL CUMULATIVE LIABILITY EXCEED THE PURCHASE PRICE OF THE DEVICE OR SERVICE. USE OF THE DEVICE IS AT YOUR OWN RISK.

Repair Time and Delivery

SECURRANTY will make reasonable efforts to deliver repaired equipment within the estimated time of delivery, but does not guarantee that a repair will be completed within a specific period of time. SECURRANTY shall not be liable for any failures or delay in service due to any cause beyond its control. SECURRANTY reserves the right to refrain from providing the repairs or services ordered and instead refund customer's payment at its sole discretion.

Manufacturer Warranties

Securranty warranties workmanship of parts & labor for every device it repairs during or after the manufacturer warranty period. However, You recognize that SECURRANTY is an independent, third party repair company not affiliated with any original manufacturer or insurance company and that having your device repaired or worked on by SECURRANTY may void any manufacturer warranty or ability to utilize insurance providers. SECURRANTY is not responsible for any warranty that is considered void after repair services by SECURRANTY have been rendered. However,

Replacement Parts

You recognize that SECURRANTY is an independent, third party repair company not affiliated with any original manufacturer. Like any repair provider outside the original manufacturer, SECURRANTY does not always have access to original equipment manufacturer (OEM) parts. We procure and use OEM parts when possible.

You recognize that after any service is performed, the damaged parts that are replaced during service become property of SECURRANTY. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

Software



If service involves transferring information or installing software, customer represents that customer has the legal right to copy the information and agree to the terms of the software license, and customer authorizes SECURRANTY to transfer the information and accept such terms on your behalf in performing the service at your instruction.

You acknowledge and agree that You are solely responsible for all Content that You make available through the Device. Accordingly, You represent and warrant that: (i) You either are the sole and exclusive owner of all Content that You make available through the Device or You have all rights, licenses, or permissions, consents, and releases that are necessary to grant to SECURRANTY the rights in such Content, as contemplated under this Agreement; and (ii) neither the Content nor Your posting, uploading, publication, submission, or transmittal of the Content or SECURRANTY's use of the Content (or any portion thereof) on, through, or by means of the Device or otherwise will infringe, misappropriate or violate any third party's patent, copyright, trademark, trade secret, or other proprietary or intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

Payment for Service

Payment in full for repairs and services must be rendered prior to receiving device. A non-refundable repair deposit may be required for parts that require a special order to be placed. The requirement for Payment for Service is made if your organization in advance arranges for a Purchase Order or arranges for payment terms.

Liquid Damage Diagnostic and Board Cleaning Service

You understand that due to the nature of liquid damage, a device that may arrive in "working" or "partially working" condition with liquid damage present, may not work after the diagnostic is performed. Liquid causes corrosion and rust on many components which can result in reduced device functionality after disassembly and re-assembly.

You understand that if a device is operable upon arrival it is recommended that you back up the device before leaving it to be diagnosed. SECURRANTY is not responsible for any data loss/ non-working devices after a diagnostic is performed in the presence of liquid damage.

You understand that the goal of a liquid cleaning service is to get the motherboard of the device in an operable condition. This service does not include non-integrated parts such as physical buttons, batteries, Wi-Fi cards/cables, or any other components that are not built into the motherboard itself.

You understand that if the liquid damage motherboard cleaning service resolves all device issues, then customer will be responsible for the liquid damage motherboard cleaning fee stated on the work order.

You understand that if additional non-integrated components are needed to fix the device, you will be contacted with a detailed price quote. If you elects to proceed with the replacement of non-integrated components, the liquid damage cleaning fee will be waved.

You understand that if the motherboard cleaning service does not restore full functionality to the motherboard of the device (meaning for example the phone cannot be fully repaired), the labor charge will still apply, but we may reserve the right to waive labor charge if minimum time spent on diagnosis and attempted repair.

Computer Virus Removal, Operating System Reinstall, and Data Backup

You understand that during a virus repair or removal SECURRANTY uses a multitude of software tools to remove any malware present in the device.

You understand that due to the nature of many viruses (which infect not only the Operating System, but also user files) SECURRANTY CANNOT guarantee that 100% of your files will remain intact. There exists the possibility of having to delete documents, music, pictures, applications, and any other data that have become infected.

You understand that SECURRANTY CANNOT guarantee malware removal through software alone. If it is the case that SECURRANTY cannot safely remove the virus entirely, you will not be charged for the virus removal service, and SECURRANTY will contact you about performing a reinstall of the operating system from a clean installation.

You understand that SECURRANTY will not back up any user created file unless a "Computer back up service" is included.

You understand that if an Operating System Reinstall service is performed SECURRANTY provides a factory installation with no additional software installed except for primary hardware drivers. Any Software, including Anti-Malware (free or paid-subscription), is subject to a software installation fee.



You understand that SECURRANTY CANNOT install a different operating system than what is provided by the computer's manufacturer, or provided by the Customer. Customer represents that customer has the legal right to use the operating system, and has agreed to the terms of the software license.

Collection and Use of Personal Information

Information such as name and email address is collected for internal record keeping, service updates, requesting feedback, and provide you product information, promotional information, and updates to SECURRANTY's Terms of Service and Privacy Policy.

Video Camera Recording

Cameras are used to assist in loss prevention and to protect the valuable internal and customer belongings from the time we receive package till the repaired or non-repairable item is shipped to YOU.

Accessing Data on Customer Devices

As part of our required diagnostic testing, certain applications containing customer data (such as camera, dial pad and messaging applications), may need to be accessed to thoroughly test the device's functionality. This process is essential to ensuring we have done our due diligence in repairing your device to the best of our ability. This information is never intentionally exposed in any way and will not be mishandled or sold to third party companies for any purpose. SECURRANTY will never transfer or copy data on a customer's device to any other equipment without customers express consent or unless the operation is required to complete the services requested by the customer.

Data Backup and Recovery Services

In the event of a repair, or any similar circumstances, that requires a device be restored to original settings SECURRANTY will backup data to the best of our ability. If data becomes lost or corrupted during the repair process, though not responsible for the loss of data, SECURRANTY employees will direct affected customers to a reputable data recovery company.

Data Loss

Customer agrees that prior to SECURRANTY servicing of any customer equipment, it is customer's responsibility to: (1) backup all data, software, information, or other files stored on customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media from customer's product, as applicable. Except as expressly provided for herein, SECURRANTY shall be liable under any circumstances for any loss, disclosure, alteration, or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media.

When the repair process has begun after the signing of the work order associated with repair, the customer has consented to this policy and all its attributes.

Terms and Conditions

The Use of this Website is Subject to the Following Terms of Service:

SECURRANTY offers this website (www.Securranty.com), including all information, software, products, and services available from this website or offered as part of or in conjunction with this website, to you, the user, conditioned upon your acceptance of all of the terms, conditions, policies and notices stated on this website.

Your continued use of the website constitutes your agreement to all such terms, conditions, and notices, and any changes to this Terms of Service made by SECURRANTY.

The term "SECURRANTY" or "us", "we", or "our" refers to the owner of this website. The term "you" refers to the user or viewer of this website.



Use the website at your own risk. This website is provided to you "as is" without warranty of any kind either express or implied. Neither SECURRANTY nor its employees, agents, third-party information providers, merchants, licensors, or the like warrant that the website or its operation will be accurate, reliable, uninterrupted, or error-free. No agent or representative has the authority to create any warranty regarding the website on behalf of SECURRANTY. SECURRANTY reserves the right to change or discontinue at any time any aspect or feature of the website.

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