TIPS VENDOR AGREEMENT

American Integrated Security Group Inc. and

Between _____

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180501 Networking Equipment, Software and Services- Part 1

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 TIPS 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.

A Purchase Order, Agreement or Contract is the TIPS Member's approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addenda to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addenda 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. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be legally permitted to sell, or an authorized dealer, distributor or manufacturer for all products offered for sale to TIPS Members. 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. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

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 company.

Disclosures

- 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 Members 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 three (3) years with an option for renewal for an additional one (1) consecutive year. 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. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

Shipments

The Vendor shall ship 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 awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxx. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

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.

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

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. 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

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees, from and against all claims and suits by third parties for 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 part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. Per Texas Education Code §44.032(f), reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

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 solicitation's specified minimum score 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 Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

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

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 Proposal 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. Supplemental Vendor's Agreement documents 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.

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

Survival Clause

TIPS VENDOR AGREEMENT Ver.04032018.rp 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 Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct 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 to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably 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.

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 permitted for the TIPS Member to provide 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

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required 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 Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor 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 or other document 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 Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ people besides the owners AND provide ON-SITE services or on-site delivery, not just goods.	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the

contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s).

Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

It is the intent of TIPS to award to reliable, high performance vendors 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.

- <u>Agreements</u>: All vendor Purchase Orders and/or Agreements/Contracts 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.
- **<u>Promotion of Agreement</u>**: 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.
- <u>Daily Order Confirmation</u>: 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.
- <u>Vendor custom website for TIPS</u>: If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
- <u>Back Ordered Products</u>: 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.

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

TIPS Vendor Agreement Signature Form

PART 1- RFP 180501 Networking Equipment, Software and Services

Company Name American Integrated Security Group Inc				
Address 114-02 15th Avenue, 3	Brd Floor			
_{City} College Point	State_NY	11356		
Phone 718-576-1471	Fax 718-785-3213			
Email of Authorized Representative Wparke	r@aisg-online.c	om		
Name of Authorized Representative Bill Par	ker			
Title Director of Sales	2			
Signature of Authorized Representative Bill Darber				
Date 6/14/2018				
TIPS Authorized Representative Name Mereo	dith Barton			
Title Vice-President of Operat	ons			
TIPS Authorized Representative Signature Meredith Barton				
TIPS Authorized Representative Signature Approved by ESC Region 8 Javrd Wayne Fitts				
Date 7/24/18				

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 VIII Education Service Center 4845 US Highway 271	Address
Email Phone	rick.powell@tips-usa.com (903) 575-2689 x		North Pittsburg, TX 75686	Contact
Fax		Contact	Kristie Collins, Contracts Compliance	Department Building
Bid Number	180501		Specialist	5
Title	Networking Equipment,			Floor/Room
	Software and Services (2	Departmen	t	Telephone
	Part)	Building		Fax
Bid Type	RFP			Email
Issue Date	5/3/2018 08:03 AM (CT)	Floor/Room	1	
Close Date	6/15/2018 03:00:00 PM (CT)	Telephone Fax Email	+1 (866) 839-8477 x +1 (866) 839-8472 x bids@tips-usa.com	

Supplier Information

Company Address	American Integrated Security Group, Inc. 11876 FM 3270
	Tyler, TX 75708
Contact	Bill Parker
Department	
Building	
Floor/Room	
Telephone	(903) 877-1776
Fax	(903) 877-1776
Email	wparker@aisg-online.com
Submitted	6/15/2018 10:35:39 AM (CT)
Total	\$0.00

Signature Bill Parker

Email wparker@aisg-online.com

Supplier Notes

Bid Notes

This is a two part solicitation. Part 1 is for 180501 Networking Equipment, Software and Services that are considered non construction services and Part 2 is for the construction related installation services.

Bid Activities

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	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	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.)	AISG provides services in the low voltage industry and engineering design for the same. We serve all vertical markets. AISG owns it's Central Monitoring Station and is planning to develop a tandem location this year.
6	Primary Contact Name	Primary Contact Name	Bill Parker
7	Primary Contact Title	Primary Contact Title	Director of Sales
8	Primary Contact Email	Primary Contact Email	wparker@aisg-online.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038771776
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038773228
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9035306741
12	Secondary Contact Name	Secondary Contact Name	Connie Jo Coker
13	Secondary Contact Title	Secondary Contact Title	South Central GM
14	Secondary Contact Email	Secondary Contact Email	cjcoker@aisg-online.lcom
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038771776
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038773228

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Eniko Acs
19	Admin Fee Contact Email	Admin Fee Contact Email	eacs@aisg-online.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7185761471
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Bill Parker
22	Purchase Order Contact Email	Purchase Order Contact Email	wparker@aisg-online.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	9038771776
24	Company Website	Company Website (Format - www.company.com)	www.aisg-online.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	20-8970460
26	Primary Address	Primary Address	114-02 15th Avenue
27	Primary Address City	Primary Address City	College Point
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NY
29	Primary Address Zip	Primary Address Zip	11356
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.)	Cisco, Tripplite, Leviton, Fiber, WestPenn
31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:	No
		(A) has its principal place of business in Texas;	
		OR	
		(B) employs at least 500 persons in Texas?	
33	Company Residence (City)	Vendor's principal place of business is in the city of?	College Point
34	Company Residence (State)	Vendor's principal place of business is in the state of?	New York

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) 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 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."	(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	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)
40	Discount Offered	CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. FOR PART 1 ONLY. what is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	15%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes

43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is working days?	15
45	Years Experience	Company years experience in this category?	11
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (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
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	No
49	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that:	(No Response Required)
		 This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 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: 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; 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. 	

50	Texas HB 89- Texas Government code §2270
	compliance

Texas 2017 House Bill 89 has been signed into law by the YES governor and as of September 1, 2017 will become law codified as Texas Government Code § 2270 and 808 et seq.

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8. FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL. I swear and affirm that the above is true and correct by a "YES" response.

51 CONFLICT OF INTEREST QUESTIONNAIRE -FORM CIQ

Filing of Form CIQ

Regulatory Standing

Regulatory Standing

52

53

54

 If you have a conflict of interest as described in this form No or the Local Government Code Chapter 176, cited thereinyou 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?

If yes (above), have you filed a form CIQ as directed here? Yes

I certify to TIPS for the proposal attached that my Yes 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.

Regulatory Standing explanation of no answer on previous question.

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

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

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

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

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

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

 By submitting this proposal, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions.
 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,

(No Response Required)

including suspension and / or debarment.

57 Suspension or Debarment Cettification Debarment and Suspension (Executive Orders 12:549 and Yes 12:689)—contract award (Responsent) (SAM), in accordance with the OMB guidelines at 2 CFR 1920 years of the contract award (Nangement (SAM), in accordance with the OMB guidelines at 2 CFR 1930 that implement Executive Orders 12:549 (3 CFR part 1980 Comp. p. 139) and 12:89 (3 CFR part 1980 Comp. p. 139) and 12:89 (3 CFR part 1980 Comp. p. 139). The comparison of the system for Comp. p. 233, "Debarrent and Suspension." SAM Exclusions contains the names of particles debarred, suspension," SAM Exclusions contains the names of particles debarred, suspension, "SAM Exclusions contains the names of particles debarred, suspension or debarrent is in place, which Wood (D reclude receiving) a telerality hunded contract as described above. S8 Non-Discrimination Statement and Certification In accordance with Federal civil rights hav, all U.S. Departments, moltaing in condimised above. In accordance with Federal civil rights hav, all U.S. Departments, moltaing in condimised above. S9 Non-Discrimination Statement and Certification In accordance with Federal civil rights hav, all U.S. Departments, moltaing in condimised tabute, incomparise are prohibiled from discriminating based on race. color, national origin, religion, acc, odord, and inglicity and the state, for the USD, its departments, moltaing based on race, color, national origin, religion, acc, odord, relative, acc, odord, matrix of the discrimination develop them and status, formoly particity and tabute, formoly and relative recent and states, income and relative in any program or activity conducted or funded by USD A (not all bases apply to all program information relates and compart iffig deadlines vary by program or incident. Persona with disabilities who require allor the assistant served at the teleportal and relativity and the above and tryin or contex USDA frogram information may be made available in languages of			0	
58 Non-Discrimination Statement and Certification In accordance with Federal civil rights law, all U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Specification of adjustments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its 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 realiation 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. Persons with disabilities who: require alternative means of communication for program information (e.g. Braille, large print, audotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2800 (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 form, AD-3027, fourd online at How to File a Program Discrimination Complaint and at any USDA affice or write a letter addressed to USDA and provide in the letter al of the information requested in the form. To request a copy of the complaint form or letter to USDA by circling of the complaint forms of 1972; Section S04 of the Rehabilitation Act of 1973; Tite 7 CFR Hedge Discrimination Act of 1973; Tite 7 CFR	57	Suspension or Debarment Certification	 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. By submitting this offer and certifying this section, this bidder: Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract 	Yes
	58	Non-Discrimination Statement and Certification	In accordance with Federal civil rights law, all U.S. Departments, including the U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint, complete the USDA Program Discrimination Complaint, complete the USDA Program Discrimination Complaint, complete the usba 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 C	Yes

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		its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.	
59	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: 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 are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al. 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.	(No Response Required)
60	2 CFR PART 200 Contracts	Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree?	Yes
61	2 CFR PART 200 Termination	Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree?	Yes

certify that in the performance of a contract with TIPS or

		funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree?	
63	2 CFR PART 200 Byrd Anti-Lobbying Amendment	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein. Does vendor agree?	Yes
64	2 CFR PART 200 Federal Rule	Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?	Yes

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal

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

Pursuant to the Clean Air Act, et al above, when federal

Yes

65 2 CFR PART 200 Procurement of Recovered Materials

66 Certification Regarding Lobbying

A non-Federal entity that is a state agency or agency of a Yes political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with

maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

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.

67 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"

ONLY IF you answered "I HAVE Lobbied per above" to attribute #68, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section. (No Response Required)

Applicable to Grants, Subgrants, Cooperative Agreements, I HAVE NOT Lobbied per above

- 68 Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- 69 If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Requirements for Procurement and Contracting NO with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

If yes to #68 OR if you ever do subcontract any part of your NO performance under the TIPS Agreement, do you agree to comply with the following federal requirements? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

70 If proposing on PART 2, Davis-Bacon Act compliance.

IF proposing on PART 2, Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part S, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act {40 U.S.C. 314S), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act if proposing on PART 2 of this solicitation.

71 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

(No Response Required)

73 Remedies

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 those terms?

to these terms?

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?

74 Remedies Explanation of No Answer

Yes, I Agree

75	Choice of Law	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. 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
76	Jurisdiction and Service of Process	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. 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
77	Alternative Dispute Resolution	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. Do you agree to these terms?	Yes, I Agree
78	Alternative Dispute Resolution Explanation of No Answer		
79	Infringement(s)	The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.	Yes, I Agree

Do you agree to these terms?

80 Infringement(s) Explanation of No Answer

81	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
82	Acts or Omissions Explanation of No Answer		
83	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
84	Payment Terms and Funding Out Clause	Payment Terms: TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations,	Yes
		including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel.	
		Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	

Do you agree to these terms?

85 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)

86 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. None

87 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017

SB 807 prohibits construction contracts to have provisions (No Response Required) requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

Texas Government Code 2270 Verification Form 88

Texas Government Code 2270 Verification Form Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq. The relevant section addressed by this form reads as follows: Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may

not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by

ESC Region 8/The Interlocal Purchasing System (TIPS) 4845 Highway 271 North

Pittsburg,TX,75686

verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

AND

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

I swear and affirm that the above is true and correct.

YFS

89	Logos and other company marks	Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 pxpng, .eps, .jpeg preferred	(No Response Required)
		Potential uses of company logo: * Your Vendor Profile Page of TIPS website * Potentially on TIPS website scroll bar for Top Performing Vendors * TIPS Quarterly eNewsletter sent to TIPS Members * Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)	
90	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
91	Solicitation Exceptions/Deviations Explanation	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. 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. 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.	
92	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
93	Agreement Exceptions/Deviations Explanation	If the proposing Vendor desires to deviate form 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.	
94	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation". Points will be assigned to this criterion based on your answer to this Attribute of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally.	price increases will be < 5% annually per question

Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

Response Total:

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.

Please verify your references are current and valid, as they are a SIGNIFICANT

required evaluation component of the

PART 2 evaluation process, and the

evaluation cannot be completed without

responses from these references when

we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
University of Texas Tyler	Chief Mike Medders	mmedders@uttyler.edu	903-566-7060
Smith County Gov.	Rhonda Laney	rlaney@smith-county.com	903-590-4769
Tyler Junior College	Kristi Cuellar	kcue@tjc.edu	903-510-3231

CERTIFICATION BY CORPORATE OFFERER

<u>COMPLETE ONLY IF OFFERER IS A CORPORATION,</u> THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

parated Securit **OFFERER:** American Group Inc. (Name of Corporation)

I, (Name of Corporate Secretary)

_certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

KOr

(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

rari

(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.

CORPORATE SEAL if available SIGNATURE 2018

DATE

Insert TIPS RFP#180501

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 (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you <u>must</u> make a <u>copy</u> 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 receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

Name of company claiming confidential status of motorial

I claim part of my proposal to be confidential and <u>DO NOT</u> 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.

Printed Name and Title of authorize	d company officer clair	ning confidentia	al status of m	aterial
Address	City	State	ZIP	Phone
ATTACHED ARE COPIES OF PROPOSAL	PAGES OF CONFI	DENTIAL MA	TERIAL FR	OM OUR
Signature	Date			
OR				
If you <u>do not c</u> laim any of your propos				
Express Waiver: I desire to expressly contained within our response to the com completing the following and submitting TIPS.	waive any claim of conf	identiality as to press (e.g. RFP	any and all i CSP Bid B	nformation
Bill Parker		Director	of Sales	
Printed Name authorized company off	cor	Title of out	houtend	00

i inited Name authorized company officer	Title of authorized company officer				
114-02 15th Avenue, 3rd Floor College Po	pint NY	11356	903-530-6741		
Address A City	State	ZIP	Phone		
Signature Dieplacke	Laipe		_{Date} 6/14/2018		



EDUCATION



Complete School Security Solutions

American Integrated Security Group works with schools and colleges of all sizes, providing sophisticated integrated security systems to protect students, faculty, visitors and property.

School Security Solutions from AISG encompass intrusion detection, perimeter protection, electronic and biometric access control, video surveillance with intelligent analytics, visitor management, intercoms, point of sale, and advanced interactive central station services including live, remote and mobile video verification monitoring, panic alert and alarm management.

Superior Security and Emergency Response

Schools and colleges make providing a safe learning environment a top priority; however, increasing violent acts and threats on both K-12 and higher education college campuses places a growing burden on schools to reevaluate safety. The professional security experts at AISG help schools implement solutions that exceed current standards in security and the ability to effectively communicate emergency response.

Full Service Expertise and Resources

AISG delivers innovative integrated network systems with full service expertise and resources to design, deploy, manage and monitor all facets of physical security for educational institutions. In developing customized solutions, our security experts consider the client's individual needs from visitor management and the ability to monitor who has access to your campus to risk assessment and system design.

Future Proof High Tech System Design

AISG offers a vast product line for schools, colleges and other learning facilities that provides seamless integration with existing systems and equipment. AISG uses today's proven advancements in technology, eliminating the need to continually replace entire systems and ensuring future system expansion. Education customers can rest assured that today's security decisions will be right for tomorrow. Let AISG use our knowledge in helping your school develop the security solution you need.

AISG - FL Office College Point, NY 11356
AISG - FL Office West Palm Beach, FL 33411
AISG - NJ Office Medford, NJ 08055
Monterey Park, CA 91754
AISG - AZ Office Monterey Park, CA 91754
AISG - AZ Office Phoenix, AZ 85035
Brooklyn Heights, OH 44131
Toll Free - 877-496-8145 | NYC - 718-576-1471 | FAX - 718-785-3213 | E-mail - info@aisg-online.com





OVERNMENT



Complete Government Security Solutions

American Integrated Security Group works with a variety of municipalities, law enforcement and local, state and federal government agencies, providing sophisticated integrated security systems for safety, investigation and infrastructure.

Government Security Solutions from AISG encompass intrusion detection, perimeter protection, electronic and biometric access control, video surveillance with intelligent analytics, thermal imagery, fiber optics and advanced interactive central station services including live, remote and mobile video verification monitoring, panic alert and alarm management.

Limiting Crime and Violence

AISG NY HO

Government security requires the ability to monitor crime, violence and threats on a daily basis for law enforcement, municipalities and government entities. The professional security experts at AISG help government clients implement solutions that meet or exceed industry standards for continuous coverage and the ability to effectively communicate emergency response.

AISG – FL Office

Full Service Expertise and Resources

AISG delivers innovative integrated network systems with full service expertise and resources to design, deploy, manage and monitor all facets of physical security for law enforcement, municipalities and government facilities. In developing customized solutions, our security experts consider the client's individual needs from general public/criminal/staff management, evidence gathering and storage requirements to risk assessment and system design.

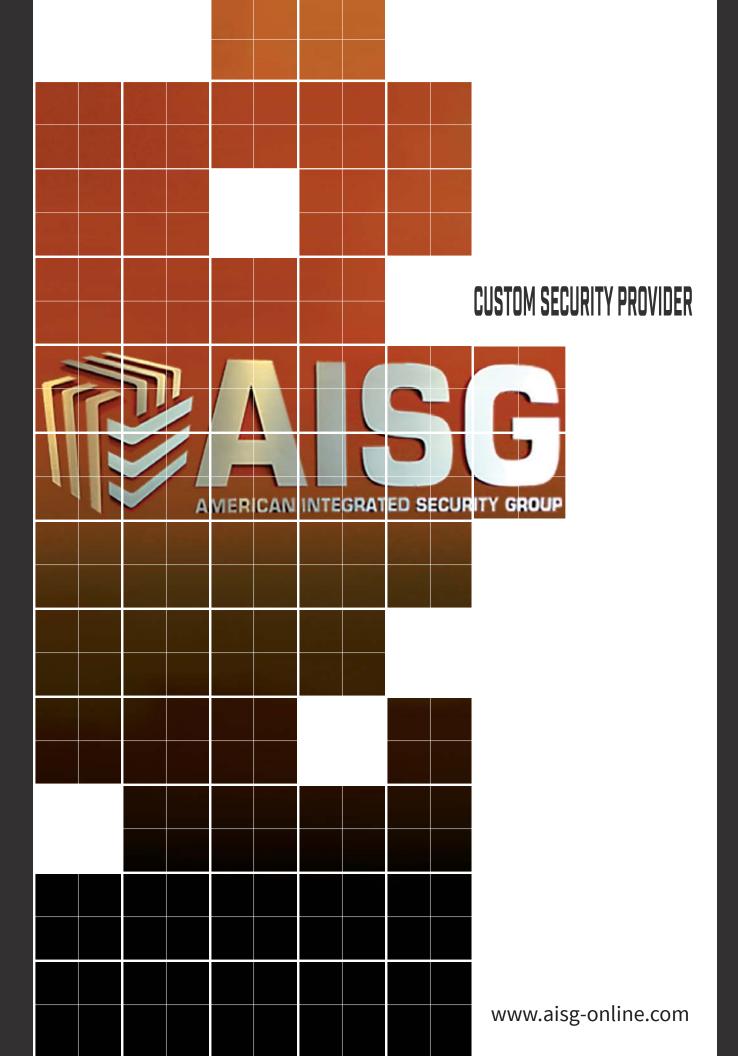
Future Proof High Tech System Design

AISG offers a vast product line for government that provides seamless integration with existing systems and equipment. AISG uses today's proven advancements in technology, eliminating the need to continually replace entire systems and ensuring future system expansion. Government customers can rest assured that today's security decisions will be right for tomorrow. Let AISG use our knowledge in helping your government agency develop the security solution you need.

AISG – CA Office

AISG – TX Office West Palm Beach, FL 33411 Cleveland, OH 44109 Monterey Park, CA 91754 Tyler, TX 75708 College Point, NY 11356 Toll Free - 877-496-8145 | NYC - 718-576-1471 | FAX - 718-785-3213 | E-mail - info@aisg-online.com

AISG – OH Office



INTRO

American Integrated Security Group specializes in the design and deployment of open platform integrated systems including IP video surveillance, biometric and electronic access control, security intrusion and burglar alarms, perimeter protection and a full range of related wireless security technologies. Founded in 2007 by a team of seasoned security and IT professionals with global business expertise, AISG prides itself on exceeding customer expectations through efficient project delivery, a high-level of customer support and a keen understanding of today's security and environmental challenges.

AISG is a highly regarded systems integrator delivering timely solutions for today's security challenges. The American Integrated Security Group's inhouse central station is a state of the art command post delivering the latest in interactive remote video, alarm and hosted 24/7 monitoring services.

Connecting to the Highest Level of Security Protection

- SYSTEM DESIGN
- INSTALLATION
- CONSULTING
- TECHNICAL SUPPORT
- 24/7 MONITORING

AISG Recent Awards and Accolades

Number One Fastest-Growing Systems Integrator in North America, *Security Dealer & Integrator* Magazine's 2014 Fast50 Ranking

VIVOTEK USA 2014 National Dealer/Partner of the Year

Security Sales and Integration Magazine 2015 Integrated Installation of the Year Finalist

Custom Solutions

AISG stays on top of innovative trends in security and surveillance. The experienced and talented team at AISG is passionate about current integration techniques and understands what is required to meet all your security needs.

Latest Technology Networked Systems

Networked security means devices are managed from a central source for superior control. Streamlining management of video, intrusion, loss prevention, access and networked systems allows for real-time and remote monitoring from Internet-enabled devices such as a PC, laptop or smart phone from wherever you are. Network electronic technology provides options for higher security such as analytics, facial recognition, and the use of high definition cameras like megapixel 1080p, 360-degree and 4K. There are networked systems available to fit the demands of businesses of any size.

Marketing Analytics Business Intelligence

AISG ensures time and money is not lost on outdated, inefficient equipment. Advanced systems installed by AISG incorporate business tools that improve operations to assess marketing intelligence, increase sales, staff planning and other invaluable tools.

AISG NY HQ 15-01 132nd Street

College Point, NY 11356

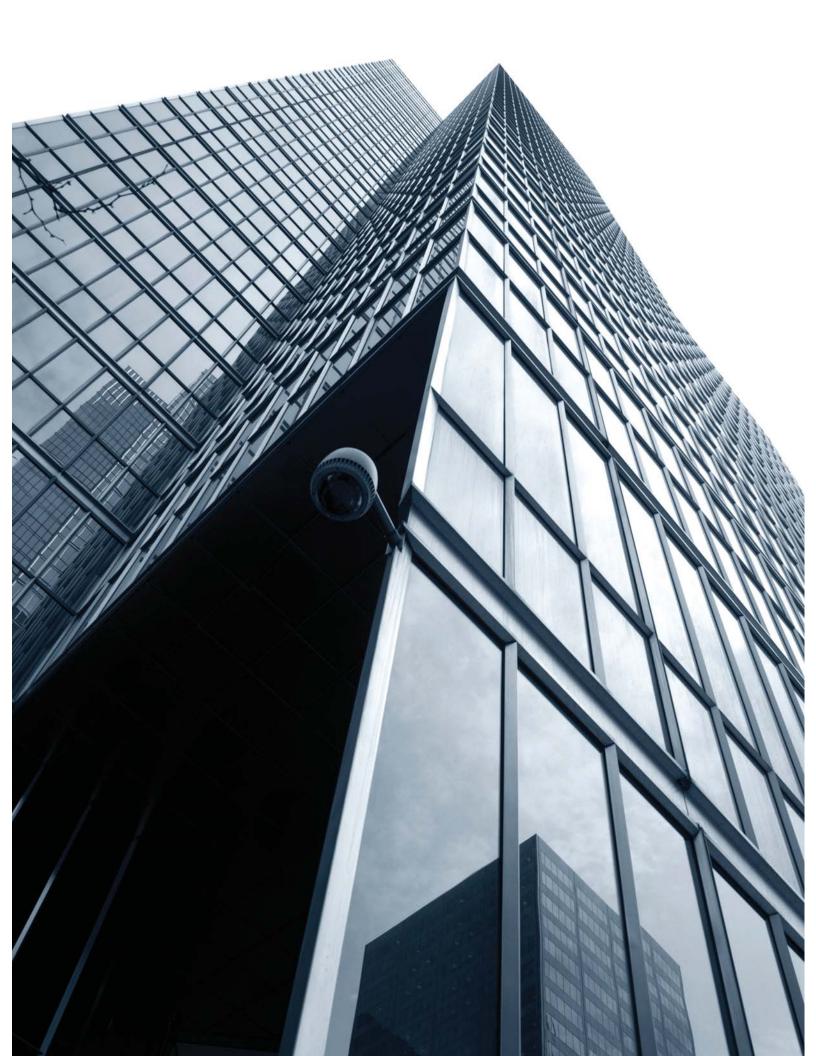
Toll Free - 877-496-8145 NYC - 718-576-1471 FAX - 718-785-3213 E-mail - info@aisg-online.com Web - www.aisg-online.com

AISG – FL Office 2253 Vista Parkway, Unit 14 West Palm Beach, FL 33411

AISG – OH Office 4600 Hinckley, Ind. Pkwy. Suite I Cleveland, OH 44109

AISG – CA Office 2580 Corporate Place, Suite F108 Monterey Park, CA 91754 AISG – TX Office 678 North Glenville Drive Richardson, TX 75081

AISG – TX Office 11876 FM 3270 Tyler, TX 75708



Access control is the selective restriction of entry to a facility or specific resources. American Integrated Security Group offers integrated access control systems that grant authenticated users access privileges based on company policies. Access levels assigned to users or user groups can include doors, entire floors, buildings or specific areas.

ACCESS CONTROL

Access control is the foundation for premise and perimeter protection of property, employees, customers, networks, and infrastructure. AISG professional engineers design customized access control systems ranging from one or two-door systems to a comprehensive networked system with thousands of access controllers, card readers and biometric technology.

Today's security market is migrating to Access Control systems that include:

- Technological mix of the most up-todate and robust components.
- Access Control Software Open architecture access control software solutions that work with a variety of integrated security components (video surveillance, monitoring, point of sale, facial recognition, perimeter systems, etc.).
- Access Control Door Controllers Compatible with a variety of access control software solutions with the ability for future growth changes/additions.
- Access Control Door Readers Cosmetically pleasing design that work with a variety of access control solutions to ensure maximum security and a future-proof investment.

Access Control solutions integrate with other essential security functions such as video surveillance, life safety, intrusion, communications and alarm monitoring. Whatever your access control requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.

Perimeter Security incorporates a combination of high tech IP network-enabled, mechanical and electronic systems to protect the exterior perimeter of a facility. American Integrated Security Group offers customized solutions that meet your particular perimeter detection and monitoring needs. AISG currently has perimeter security solutions setup at some of the largest energy sites in the world.

PERIMETER SECURITY

Perimeter Security provides proactive detection measures that thwart entry by unauthorized individuals before they are able to gain entry and inflict damage on your property, business, or employees. AISG professional engineers design perimeter intrusion detection solutions that operate in day and night lighting, poor visibility, and a variety of hazardous environmental conditions. Systems alert on real breaches, minimizing false intrusion detection triggers. The latest in security research and development including fiber optics and infrared technology provides a secured perimeter in all areas and in any condition.

Today's security market is migrating to Perimeter Security systems that include:

- Open platform IP video surveillance.
- Open platform access control systems.
- 24-hour remote central station monitoring.
- Thermal imaging and Night Vision capabilities.
- Integrated Intrusion Alarm Systems.
- · Latest Wireless technology solutions.
- Security systems that require heightened alerts and strict governmental regulation.

Perimeter Security solutions integrate with other essential security functions such as access control, intrusion, panic, video surveillance and monitoring systems. Whatever your perimeter security requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.

IP Video Surveillance is a digital video camera and management system that records, sends and receives data via a computer network. American Integrated Security Group offers extensive expertise in IT infrastructure and IPbased security technologies. AISG delivers cost effective networked IP video surveillance for a variety of industry segments and applications.

IP VIDEO SURVEILLANCE

IP Video Surveillance is the cornerstone of a full fledge security program. AISG professional engineers design IP video surveillance systems that are customized to meet specific needs ranging from a small camera system at a single location to thousands of IP cameras across multiple facilities. IP video surveillance delivers unparalleled protection and business efficiency.

Todays' security market is migrating to IP Video Surveillance systems that include:

- Delivers crisp video image quality in an easy-to-obtain manner.
- Provides more scalable and flexible systems, remote monitoring, easier system integration and advanced features like analytics.
- Offers real time 24-hour interactive video monitoring and remote mobile surveillance capabilities.
- Allows recorded surveillance video to be retrieved after an event to isolate the details of an incident.

• Maximizes investment. If you have older analog video cameras, you can upgrade your infrastructure and transition to IP video while utilizing your existing analog cameras. IP Video Surveillance solutions integrate with other essential security functions such as access control, intrusion, panic, perimeter and monitoring systems. Whatever your access control requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.



Interactive Monitoring is one of the most important security investments you can make to protect your assets, property, employees and customers. American Integrated Security Group offers a state-of-the-art interactive IP enabled central station hosted by highly trained operators at an offsite command post facility. Live and round the clock, AISG Interactive Monitoring provides real time assistance in assessing a security breach or suspicious activity, contacting the authorities, and standing by through event resolution.

INTERACTIVE MONITORING

Central Station Interactive Monitoring aggressively addresses the security threats that exist today. AISG provides "eyes and ears" for virtual on site presence and complete off-premise facility. A remote location for intrusion, video Surveillance and audio storage ensures that data is protected. AISG command center specialists are trained to immediately verify and assess any situation and respond appropriately, whether it is an

authentic emergency or a false alarm.

Today's security market is migrating to an Interactive Monitoring Center **that offers:**

- Robust, integrated and comprehensive interactive monitoring solutions.
- Immediate video verification before, during and after an event.
- Real-time intervention by trained specialists with the ability to send video to the appropriate authorities like law enforcement, fire and insurance industry officials.
- Identity verification and entry authorization via video and access control credentials.
- Customize monitoring options like 24 hours a day; during specified hours; or a response plan for only when incidents occur.
- Remote viewing, mobile capabilities and e-mail alerts.
- Hosted and Automated Services.

Interactive Monitoring solutions integrate the entire security system including access control, video surveillance, audio communications, burglar alarm, perimeter and guard patrols with the off site, 24-hour AISG communications command center. Whatever your central station requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.



rity breaches while still reducing false alarms. AISG designs, installs, services, tests and monitors electronic security systems for every kind of business, residence or institution.

INTRUSION DETECTION

Intrusion protection goes beyond detecting burglars. Security systems guard against unauthorized entry - for protection against theft and property damage, as well as personal protection against intruders. AISG professional engineers design intrusion detection solutions that monitor and send instant alerts when people are accessing a building at any time, either during or after hours. To meet the higher security requirements of commercial applications, AISG uses the latest in Ethernet and cellular data network technology to communicate with the AISG central monitoring station and take appropriate action, such as contacting property owners, notifying police, or dispatching private security forces.

Today's security market is migrating to Intrusion Detection systems that include:

- Instant responses to intruders and immunity from false alarms.
- Flexible integration with existing systems and easy adoption of new security technologies.
- Online and mobile security management.
- Support for both current and future Internet Protocols and communication modules.
- 24/7 monitoring with emergency dispatch and alarm verification.
- Local, state and federal regulatory compliance.

Intrusion Detection solutions integrate with other essential security functions such as access control, perimeter protection, panic, video surveillance, intercoms and monitoring systems. Whatever your intrusion detection requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.

INTEGRATED SYSTEMS

Integration utilizes networked technology to tie together intelligent security devices and numerous subsystems into one complete, highly coordinated, functional and powerful Security Management System. American Integrated Security Group leads the industry in delivering comprehensive customized Integrated Systems based on open platform technologies to ensure maximum scalability, system expansion, flexibility, and value today and into the future. Specifically tailored to your business needs, customer installations across North America illustrate that security solutions developed and integrated by AISG are reliable, proven, and cost effective.

The American Integrated Security Group team offers full-service expertise and resources to design, deploy, service and monitor security in all leading vertical markets. Our strong partnerships help us to provide comprehensive advanced security systems to achieve sustainable results across industries. AISG is committed to building long-term relationships with clients to provide outstanding customer service and support from initial contact through design and beyond, focusing on the technology solutions needed to reach new levels of efficiencies and enhanced safety.

Today's security market is migrating to Integrated Systems that include:

- A wide range of products from Leading Security System Manufacturers.
- A Total End To End Open Architecture Security System.
- A technical team that provides outstanding support during all phases of the project through design, installation, maintenance and service.
- A focus on emerging technologies.
- Improvement of overall security and operational efficiencies.

Integrated Systems solutions cohesively bring together all essential security functions and equipment management such as access control, intrusion, panic, video surveillance, perimeter protection, communications and monitoring systems. Whatever your security systems integration requirements, AISG will tailor the right solution by taking time to learn about your company, industry and specific security concerns.

AISG SERVICES

Effective security is sensitive to every threat and fully integrated to provide a complete web of protection.

IP Video Surveillance & CCTV

- · Single- and multi-camera systems
- Audio surveillance
- · Video Storage and Management Systems
- Video Monitors
- Video Analytics
- Wireless Networking
- · Interactive and Remote monitoring
- Hosted Video

Access Control

- Turnkey card access
- · Code entry controls
- Proximity readers
- Locks
- Biometrics
- · Interactive and Remote monitoring
- Hosted Access Control

Intrusion Detection

- Motion detectors
- Door contacts
- Automation
- Keypads
- Control Panels
- Panic Alarms
- · Interactive, Remote and Mobile monitoring

Communications

- Cabling Infrastructure
- Wireless solutions that provide notification and real-time locating
- Intercoms
- Mass Notification Systems
- · Interactive, Remote and Mobile monitoring

Perimeter Protection

- Fencing Sensors
- Video Cameras
- Protective barriers
- Interactive, Remote and Mobile monitoring

Loss Prevention

- Electronic Article Surveillance
- Source Tagging
- Radio Frequency Identification
- Inventory Intelligence
- ATM Security
- Asset Tracking
- Interactive, Remote and Mobile monitoring

Command Centers/Video Wall

- Managing console
- · Speakers placed throughout the designated area
- · Designated station for monitoring security

AISG SOLUTIONS BY INDUSTRY

Airport & Seaport Cannabis Corporate

Corrections Data Centers Education

Energy Entertainment Financial

Gaming Government Healthcare

Hospitality Industrial Oil & Gas

Residential Retail Transportation

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