TIPS VENDOR AGREEMENT

Between	Radio Engineering Industries	and
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(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),

a Department of Texas Education Service Center Region 8 for

RFP 180801 School Bus Surveillance

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 addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

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

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.

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 notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services 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.
- 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. 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 # xxxxxxxx. 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.

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 greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. 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 TIPS Member 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 unless otherwise agreed by the parties. 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. 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.

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 or 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. The vendor will be paid for goods and services delivered prior to the termination for convenience provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

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 a 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 may 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. 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 TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. 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 unless named and agreed by the Party in question in writing in the agreement.

Survival Clause

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member 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 with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a thirdparty auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the 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.

Status of TIPS Members as Related to This Agreement

TIPS Members stand in the place of TIPS as related to this agreement and have the same access to the proposal information and all related documents. TIPS Members have all the same rights under the awarded Agreement as TIPS.

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the Awarded Vendor.

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, or other, the Vendor's response to same Non- JOC Vendor Agreement Ver.06052018.rp

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 bids@tips-usa.com

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 others than \$1,000,000

owners and provide services or on-site delivery or

work, not just goods

Umbrella Liability \$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors'

Non- JOC Vendor Agreement Ver.06052018.rp 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.

- Agreements: 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. <u>Encouraging</u> entities to purchase directly from the Vendor, when the Member has requested a TIPS price, bypassing the TIPS Agreement when the Member has requested the 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 72 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 the time provided to the TIPS member by the Vendor, customer is to be notified within 24 hours and appropriate action taken based on customer request.

TIPS Vendor Agreement Signature Form RFP 180801 School Bus Surveillance

Company Name Radio Engineering Industries						
Address 6534 L St						
_{City} Omaha	State_NE_Zip_	68117				
Phone 402-339-2200	Fax 402-339-1704	4				
Email of Authorized Representative Ca	nderson@radioeng.d	com				
Name of Authorized Representative CI	had Anderson					
Title Territory Manager						
Signature of Authorized Representative_	Charles Rhoders	ou				
Date 8 28 18						
TIPS Authorized Representative Name	leredith Barton					
Title Vice-President of C	Operations					
Approved by ESC Region 8 Aural Wayne Fills						
Date 10/9/18						

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information	
Bid Creator Email Phone Fax Bid Number Title Bid Type Issue Date Close Date	Rick Powell General Counsel/Procurement Compliance Officer rick.powell@tips-usa.com (903) 575-2689 x 180801 School Bus Surveillance RFP 8/2/2018 08:00 AM (CT) 9/21/2018 03:00:00 PM (CT)	Address Contact Department Building Floor/Room Telephone Fax Email		Address Contact Department Building Floor/Room Telephone Fax Email	
Supplier Inform	nation				
Company Address	Radio Engineering 6534 L St				
Contact Department Building Floor/Room	Omaha, NE 68117 RFP REI				
Telephone Fax	(402) 339-2200				
Email Submitted Total	rfp@radioeng.com 9/14/2018 09:40:20 AM (CT) \$0.00				
By submitting	your response, you certify that yo	ou are authori	zed to represent and bind	your company.	
Signature Co	lleen Quinn Harper		Email rfp@r	adioeng.com	
Supplier Notes	3				
Bid Notes					
Bid Activities					
Bid Messages					

Date	!	Subject	Message	
08/0	2/18	Typographical error on RFP Specifications PDF	Typographical error on RFP Specifications PDF near the bottom of "Vendors should submit all equipment related to DISTANCE LEARN LEARNING" and instead should read as follows, "Vendors should subus SURVEILLANCE."	ING." IT should not specify "DISTANCE
	Attribu		oro pococcary	
#	Nam	view the following and respond whe	Note	Response
1	Yes	- No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmenta entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Respon Attachments" D/M/WBE CERTIFICATES section.	
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 5 US States?	0 Yes
4	State	es Served:	If answer is NO to question #3, please list which states of be served. (Example: AR, OK, TX)	an
5	Com	pany and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Lin 750 characters.)	Radio Engineering Industries (REI) Innovation is who we are. It drives us. It's why we exist. It's what we do. Our commitment to excellence dates back to 1938. Today, we design, engineer and manufacture innovative transportation electronics. Every REI product exceeds industry standards before it ever leaves our doors. Think quality before quantity. Not only are REI products durable, they're customizable. We partner with customers and tailor our products and services to meet their objectives. Get on board today. Visit Radioeng.com or call us at 800-228-9275. U.S-based, REI Customer Support is available 24/7/365. We move the transportation industry forward.
6	Prim	ary Contact Name	Primary Contact Name	Chad Anderson
7	Prim	ary Contact Title	Primary Contact Title	Territory Manager
8	Prim	ary Contact Email	Primary Contact Email	canderson@radioeng.com
9	Prim	ary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023392200

10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023391704
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Mike Guzallis
13	Secondary Contact Title	Secondary Contact Title	Sales Engineer
14	Secondary Contact Email	Secondary Contact Email	mguzallis@radioeng.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023392200
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023391704
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.	Hugh Davis
19	Admin Fee Contact Email	Admin Fee Contact Email	hdavis@radioeng.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023392200
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Laura Zimmerman
22	Purchase Order Contact Email	Purchase Order Contact Email	lzimmerman@radioeng.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4023392200
24	Company Website	Company Website (Format - www.company.com)	www.radioeng.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	47-0580596
26	Primary Address	Primary Address	6534 L St
27	Primary Address City	Primary Address City	Omaha
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	NE
29	Primary Address Zip	Primary Address Zip	68114
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.)	School Bus Surveillance, School Buses (new), Security Systems Products and Services, Transit, camera, dvr, surveillance, security, bus

Do you want TIPS Members to be able to spend Most of our members receive Federal Government grants Yes Federal grant funds with you if awarded? Is it and they make up a significant portion of their budgets. your intent to be able to sell to our members The members need to know if your company is willing to regardless of the fund source, whether it be local, sell to them when they spend federal budget funds on their state or federal? 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. Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and 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 - No Certification of Residency (Required by the State of No Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas? Company Residence (City) Vendor's principal place of business is in the city of? Omaha Company Residence (State) Vendor's principal place of business is in the state of? Nebraska 34 Discount Offered - CAUTION READ CAREFULLY Remember this is a MINIMUM discount percentage so, be 20% BECAUSE VENDORS FREQUENTLY MAKE sure the discount percentage inserted here can be applied MISTAKES ON THIS ATTRIBUTE QUESTION to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. 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? The resulting price of any goods or services Catalog list prices after this discount is applied 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%. TIPS administration fee By submitting a proposal, I agree that all pricing submitted (No Response Required) 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. Yes - No Vendor agrees to remit to TIPS the required administration Yes 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 - No Do you offer additional discounts to TIPS members for Yes large order quantities or large scope of work?

39	Years Experience	Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.	80
40	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: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart 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.	Yes
41	Pricing discount percentage are guaranteed for?	Does the vendor agrees to honor the proposed pricing discount percentage off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
42	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?	Yes
43	NON-COLLUSIVE BIDDING CERTIFICATE	By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.	(No Response Required)
44	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?	Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein-you are required to complete and file with TIPS. 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 There is an optional upload for this form provided if you have a conflict and must file the form.	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	No
46	Regulatory Standing	I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.	Yes

47 Regulatory Standing

Regulatory Standing explanation of no answer on previous question.

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

By submission of this bid or proposal, the Bidder certifies that:

(No Response Required)

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

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;(2) In connection with this bid, neither I nor any
- representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

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

50 Suspension or Debarment Certification

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide 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

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 answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

1 Non-Discrimination Statement and Certification

Yes

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 Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3)

email: program.intake@usda.gov. (Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities) All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

Not a negotiable term. Failure to agree by answering YES will render your proposal non-responsive and it will not be considered. I certify that in the performance of a contract with TIPS or its members, that our company will conform to the foregoing anti-discrimination statement and comply with the cited and all other applicable laws and regulations.

52 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.

53 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold Yes 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?

54 2 CFR PART 200 Termination

Termination for cause and for convenience by the grantee Yes 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?

(No Response Required)

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members 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?

2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. Yes 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?

57 2 CFR PART 200 Federal Rule

Compliance with all applicable standards, orders, or Yes requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100.000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$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

Does vendor certify that it is in compliance with the Clean Air Act?

2 CFR PART 200 Procurement of Recovered Materials

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?

Certification Regarding Lobbying

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

previous question.

If you answered "I HAVE lobbied per above to the IF you answered "I HAVE lobbied" per above Attribute #66, (No Response Required) you must download the Lobbying Report "Standard From LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

- 61 Subcontracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- Do you ever anticipate the possibility of subcontracting any YES of your work under this award if you are successful? IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.
- 62 ONLY IF YES TO THE PREVIOUS QUESTION 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?

ONLY IF YES TO THE PREVIOUS QUESTION 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 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.

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

63 Indemnification

Yes

with "to the extent permitted by the Constitution and laws of State of Texas."

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

to these terms?

64 Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue

and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution

of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived

under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any

issues not resolved hereunder MAY 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?

65 Remedies Explanation of No Answer

66 Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions 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. THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

Not a negotiable term. Failure to agree will render your

proposal non-responsive and it will not be considered. Do you agree to these terms?

Yes, I Agree

Yes

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?

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. Do you agree to these terms?

Yes, I Agree

Yes

Yes

Yes

- 69 Infringement(s) Explanation of No Answer
- Contract Governance 70

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.

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, 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?

72 Insurance and Fingerprint Requirements Information

Insurance

(No Response Required)

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

None

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.

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

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 seg. 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 seg. 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

Logos and other company marks Please upload your company logo to be added to your (No Response Required) 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 px - .png, .eps, .jpeg preferred 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) Solicitation Deviation/Compliance Does the vendor agree with the General Conditions Yes Standard Terms and Conditions or Item Specifications listed in this proposal invitation? 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. Agreement Deviation/Compliance Does the vendor agree with the language in the Vendor Yes Agreement? 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.

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question. Select A., B. or C. A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable. OR B.My firm is not owned nor operated by anyone who has been convicted of a felony, OR C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

B. Firm not owned nor operated by felon; per above

82 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS. If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information. 1. Name of Felon(s) 2. The named person's role in the firm, and 3. Details of Conviction(s).

83 Long Term Cost Evaluation Criterion # 4.

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

increases will be 5% or less annually per question

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. <u>DO NOT INCLUDE TIPS EMPLOYEES AS A REFERENCE.</u>

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Klein ISD	David Hoffman	Dhoffman2@kleinisd.net	832-249-4565
Spring Branch ISD	Sherri Lawson	Sherri.lawson@springbranchisd.com	713-251-1060
Pearland ISD	Raul Cruz	cruzr@pearlandisd.org	281-485-3203
Hughes Springs ISD	Douglas Stewart	stewartd@hsisd.net	903-639-3936

Insert TIPS RFP# 180801

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 must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission. (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the 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.

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.

Name of company claiming confidential status of material							
Printed Name and Title of authorized company officer claiming confidential status of material							
Address		City	S	state	ZIP	Phone	
ATTACHED ARE COP PROPOSAL	IES OFPA	GES OF CO	ONFIDENTIA	L MA	TERIAL F	ROM OUR	
Signature			Dat	e			
OR							
If you do not claim any of							
Express Waiver: I desire to contained within our response completing the following art TIPS.	se to the competitiv	e procureme	nt process (e.g	. RFP,	, CSP, Bid,	RFQ, etc.) by	
Kevin Herrmann			CFO	C			
Printed Name authorized	company officer		Title	of aut	horized co	mpany officer	
6534 L St	Omaha	NE	68117		402-	339-2200	
Address	City	State	ZIP		Phone	•	
Signature Keen	Leun		Dat <u>e</u>	9/4	///		



HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

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

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

Phone #: 402-339-2200

Bid Open Date: 08/02/2018

Fax #:

402-339-1704

(mm/dd/yyyy)



Point of Contact:

E-mail Address:

Requisition #: 180801

rfp@radioeng.com

Is your company a State of Texas certified HUB? ☐ - Yes

HUB Subcontracting Plan (HSP)

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

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

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

- 11.2 percent for heavy construction other than building contracts,
- 21.1 percent for all building construction, including general contractors and operative builders' contracts,
- 32.9 percent for all special trade construction contracts,
- · 23.7 percent for professional services contracts,
- · 26.0 percent for all other services contracts, and
- 21.1 percent for commodities contracts.
- - <u>Agency Special Instructions/Additional Requirements</u> - In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its

andified LITE

subcontracting opportunities if the total value of the respondent's subcontracts with rexas certified flobs in specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith efficient will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contractly for meeting the HUB goal. This limitation is designed to encourage vendor rotation as in	ort, the respondent must identify the HUBs with which it acts that have been in place for five years or less shall
SECTION-1: RESPONDENT AND REQUISITION INFORM	
	01.4 (T. VID.II
a. Respondent (Company) Name: Radio Engineering Industries (REI)	State of Texas VID #:

Enter your company's name here: Radio Engineering Industries (REI) Requisition #: 180801

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT

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

- a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:
 - 2 Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b, of this SECTION and continue to Item c of this SECTION.)
 - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If No, continue to SECTION 3 and SECTION 4.)
- b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

	Subcontracting Opportunity Description	HL	Non-HUBs	
Item #		Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for five (5) years or less.	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years.	Percentage of the contract expected to be subcontracted to non-HUBs.
1	Installation of systems	%	%	25 %
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
	Aggregate percentages of the contract expected to be subcontracted:	%	%	25 %

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

- c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.
 - □ Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 □ No (If No, continue to Item d, of this SECTION.)
- d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you have a continuous contract* in place with for five (5) years or less meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".
 - Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
 - No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

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

Enter your company's name here: Radio Engineering Industries (REI) Requisition #: 180801

SECTION-2: SUBCONTRACTING INTENTIONS RESPONDENT (CONTINUATION SHEET)

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

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

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

Enter your company's name here:	Radio Engineering Industries (REI)	Requisition #:	180801
ECTION-3: SELF PERFORMING JUS	TIFICATION (If you responded "No "to SECTION 2, Item a, you	must complete this SECTION	and continue to SECTION 4)
	at indicates whether your response/proposal contains an expla		
entire contract with its own equi	ded below list the specific page(s)/section(s) of your propo pment, supplies, materials and/or employees.) ed below explain how your company will perform the entire		
ECTION-4: AFFIRMATION			
evidenced by my signature below, I af	firm that I am an authorized representative of the respondent li	isted in SECTION 1, and that	the information and supporti

documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

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

	Chad Anderson	Territory Manager	
Signature	Printed Name	Title	Date (mm/dd/yyyy)

Reminder:

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

180801

Requisition #:

HSP Good Faith Effort - Method A (Attachment A)

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Med (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this padownload the form at http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf .						
SECTION A-1: SUBCONTRACTING OPPORTUNITY						
Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.						
Item Number: Description:						

SECTION A-2: Subcontractor Selection

Enter your company's name here: Radio Engineering Industries (REI)

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

Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expe Percent Cont	tage of
Longhorn Bus Sales	□- Yes - No		\$	10	%
Rush Bus Sales	□- Yes - No		\$	10	%
Thomas Bus Gulf Coast	□- Yes - No		\$	5	%
	□-Yes -No		\$		%
	□-Yes -No		\$		%
	□-Yes -No		\$		%
	□ - Yes - No		\$		%
	□-Yes -No		\$		%
	□-Yes -No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	□ - Yes - No		\$		%
	☐ - Yes - No		\$		%
	☐ - Yes - No		\$		%
	□ - Yes - No		\$		%
	☐ - Yes - No		\$		%
	□ - Yes - No		\$		%
	☐ - Yes - No		\$		%

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

Rev. 10/14

HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here:	Radio Engineering Industries (REI)	Requisition #:	180801

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

SECTION B-1: SUBCONTRACTING OPPORTUNITY

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

Item Number:	Description:		

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

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

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

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

SECTION B-3: Notification Of Subcontracting Opportunity

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

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

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

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

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

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

Rev. 10/14

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

Enter your company's name here: Radio Engineering Industries (R	REI)	Requisi	ition #: <u>180801</u>	
SECTION B-4: SUBCONTRACTOR SELECTION				
Enter the item number and description of the subcontracting opportunity you liste the attachment.	ed in SECTION 2, Item	b, of the completed F	HSP form for which y	ou are completing
a. Enter the item number and description of the subcontracting opportunity fo	or which you are comple	ting this Attachment I	B continuation page.	
Item Number: Description:				
b. List the subcontractor(s) you selected to perform the subcontracting opportunity. HUB and their VID number, the approximate dollar value of the work to be whether the company is a Texas certified HUB.				
Company Name	Texas certified HUB	VID Number (Required if Texas certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
c. If any of the subcontractors you have selected to perform the subcontraction justification for your selection process (attach additional page if necessary		d in SECTION B-1 is	not a Texas certified	d HUB, provide written

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

Rev. 10/14



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least <a href="https://document.org/linearizes/lineariz

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

dentified in Section C, Item 1. Submit your response to the point-of-contact referenced in	n Section A.	
SECTION: A PRIME CONTRACTOR'S INFORMATION		
Company Name:	State of Texas VID #	# :
Point-of-Contact:		# :
E-mail Address:		#:
SECTION: B CONTRACTING STATE AGENCY AND REQUISITION INF	ORMATION	
Agency Name:		
Point-of-Contact:	Phone #:	:
Requisition #:	Bid Open Date:	:
		(mm/dd/yyyy)
SECTION: C SUBCONTRACTING OPPORTUNITY RESPONSE DUE DA	ATE, D ESCRIPTION, R EQUIREMENTS AND RELA	TED INFORMATION
1. Potential Subcontractor's Bid Response Due Date:		
If you would like for our company to consider your company's b	oid for the subcontracting opportunity identified below in	Item 2,
we must receive your bid response no later than Select	ct on	
	Central Time Date (mm/dd/yyyy)	
Asian Pacific American, Black American, Hispanic American, National Administrative Code, §20.11(19)(C). (A working day is considered a normal business day of a state agency, declared closed by its executive officer. The initial day the subcontral organizations or development centers is considered to be "day zero" and officer.	not including weekends, federal or state holidays, o acting opportunity notice is sent/provided to the HU	or days the agency is
2. Subcontracting Opportunity Scope of Work:		
3. Required Qualifications:		Not Applicabl
4. Den dia dia dia constante		
I. Bonding/Insurance Requirements:		Not Applicabl
5. Location to review plans/specifications:		- Not Applicabl
. Education to review plans/specifications.		Not Applicable



1 ISO Certification

As an ISO 9001:2015 certified company, REI is committed to quality throughout the entire organization. The REI highly skilled and proven staff of dedicated hardware and software engineers design and test each product to the strictest quality standards. The REI equally skilled team of production and quality assurance professionals ensure all manufacturing processes meet and conform to these stringent requirements.

REI's adherence to these strict requirements demonstrates a commitment to consistently developing, manufacturing, and servicing the highest quality products in the mobile electronics industry.



1.1. Copy of Valid ISO-9001:2015 Certificate



REI LIMITED WARRANTY

What Does This Warranty Cover?

This warranty only covers failures due to defects in materials or workmanship which occur during normal use.

What Does This Warranty Not Cover?

This warranty does not cover damage which occurs in shipment or failures which are caused by products not supplied by REI or failures which result from accident, misuse, abuse, neglect, mishandling, misapplication, faulty installation, set-up adjustment, improper maintenance, alteration, improper antenna, inadequate signal pick-up, maladjustment of consumer controls, modification, line power surge, or damage that is attributable to acts of God, or service by anyone other then a REI Factory Service Center. This warranty does not include service or labor charges connected with the determination or replacement of defective parts or the operation of this equipment. REI is not responsible for any labor charges incurred by any person or company other than REI authorized repair centers.

LIMITS AND EXCLUSIONS

There are no express warranties except as listed above.
REI SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT, OR ARISING OUT OF ANY BREACH OF THIS WARRANTY, INCLUDING WITHOUT LIMITATION, DAMAGES TO TAPES OR DISCS. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING THE WARRANTY WARRANTY ARE LIMITED TO THE APPLICABLE WARRANTY PERIOD SET FORTH BELOW. Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitations on how long an implied warranty lasts, so the above exclusions or limitations may not apply to you.

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

What is the Period of Coverage?

REI will repair this product, free of charge, from the date of original purchase in the event of a defect in materials or workmanship as follows:

For ninety (90) days - microphones, speakers, antennas, housings, rechargeable batteries, remanufactured product and all non-warranty repairs (replaced parts and labor only).

For one (1) year - all other manufactured products.

For two (2) years - select manufactured motorcoach products.

For three (3) years - select BUS-WATCH® products purchased after April 1, 2009.

REI may have contractual agreements which provide REI motorcoach and BUS-WATCH® products with additional coverage.

Call 877-726-4617 for details.

Any product supplied by REI, but not manufactured by REI, will include the original manufacturers warranty only.

What Will REI Do to Correct Problems?

Once the product is deemed by REI to be a warrantable defect, REI will, at its own discretion, repair or replace the product with new or reconditioned product. All warranty repairs and/or product replacements will include the remaining warranty from the original purchase date.

How Do You Get Service?

For assistance in obtaining service for REI products call toll free 877-726-4617 (Continental United States and Canada only) or 402-339-2200 (outside Continental United States and Canada) between the hours of 7:00A.M. - 5:00P.M. CST Monday thru Friday (excluding Holidays).

Prior to calling REI, customers must have the part number, serial number, VIN number (if it's a motorcoach product) and detailed description of the problem ready to provide to the REI service representative. After providing the proper information to REI, customers will be issued a return authorization number. When the REI service representative provides the return authorization number, they will also give instructions for returning the item. Any discrepancies in following this procedure may cause shipments to be refused or warranty claims to be rejected.

IMPORTANT! REI does not accept product returns for repair or replacement without first issuing a return authorization number. All returns must be sent freight prepaid and insured by the customer. REI will not accept COD shipments.

IMPORTANT! REI does not accept responsibility for lost shipments. It is the customer's responsibility to provide REI with the part number, serial number, return authorization number and shipper tracking number in the event REI does not have record of receiving product for repair or

Once warranty service has been performed on your product, REI will ship the item freight prepaid to any business address in the Continental United States or Canada. Customers located outside the Continental United States and Canada are responsible for all freight charges. Any duties or fees. if any, are the customer's responsibility.

Any repair deemed non-warranty by REI will be subject to all freight charges, and in some cases inspection fees, to be paid by the customer. These fees may exist regardless of whether the product is repaired. If a customer requires help in trouble shooting a problem, contact REI and request technical assistance before requesting a return authorization number.

What Must You Do To Keep This Warranty in Effect?

KEEP YOUR ORIGINAL PROOF OF PURCHASE AS IT MAY BE REQUIRED IN ORDER TO RECEIVE WARRANTY SERVICE.

Make sure the serial number is not removed, altered or defaced.

Do not attempt to have your product repaired by anyone other then a REI Factory Service Center.

Also, see "What Does This Warranty Not Cover"

REI AUTHORIZED REPAIR FACILITIES:

6534 L Street 1376 Bennett Drive, Unit 126 Longwood, Florida 32750 Omaha, Nebraska 68117 Phone: 877-726-4617

What if your Product is a Non-Warranty Repair?

All Products sent to REI for repair which are determined, at REI's discretion, to be non-warrantable repair may incur inspection fees regardless of actual repair being performed or will incur repair fees if the product is repaired. All non-warranty repairs include a 90 day warranty for any components that are replaced, if any, and labor performed. Inspection fees apply regardless of whether a product is determined to be nonwarrantable prior to shipping to REI. All freight charges, duties or fees associated with non-warranty repair are the customer's responsibility.



1. Supplementary Information

1.1 Company Background and Experience

Founded in 1938, Radio Engineering Industries (REI) is an international, vertically integrated research, design, engineering, and manufacturing company with headquarters in Omaha, Nebraska, U.S.A. The REI primary objective of quality, service, and value are strictly followed to this day to provide products and services developed with customers and their product applications and environments in mind.

REI offers an extensive line of commercial electronics to manufacturers, dealers, distributors and operators in the student and public transportation sectors as well as motor coach, shuttle bus, construction and agriculture industries. All of our custom-designed audio/video entertainment systems, surveillance systems, radios, passenger address systems and accessories are constructed of durable, professional-grade components. Each is designed and developed in-house by a staff of dedicated engineers with a combined total of nearly 200 years of REI experience. They also ensure that 'off the shelf' components that may not withstand the rigors of the mobile environment are never accepted.

The entire REI business is governed by International ISO 9001:2015 Quality Standards, ensuring only the highest quality products for customers in the United States, Mexico, South America, Canada, Europe and Australia. We support our products long after the sale with Customer Support available 24/7/365.

Family owned and operated for over 80 years, REI's expertise in the development of commercial mobile electronics, combined with diversified manufacturing capabilities, provides solutions that meet and exceed the ever-changing needs of customers. This flexibility allows REI to develop unique partnerships with customers to meet their specific applications.

Radio Engineering Industries, Inc. 6534 L Street Omaha, NE 68117 Main: 800.228.9275 Fax: 402.339.1704

Service: 877.726.4617 www.radioeng.com

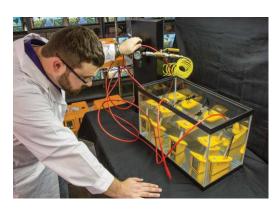


1.1.1 Company Background

With more than 80 years of engineering, manufacturing and customer support experience, REI continues to be a technology innovator and a long-term partner with our customers. REI is proud of our successful, long-term relationships and constantly look for ways to build new ones as we continue our mutual success in having the most reliable and cost-effective products and system solutions for the transportation and commercial vehicle industries.



200+ years of engineering experience





Quality control testing

As an ISO 9001:2015 certified company, REI is committed to quality throughout the entire organization. REI's highly skilled, proven staff of dedicated hardware and software engineers design and test REI products to the strictest quality standards. REI's equally skilled team of production and quality assurance professionals ensures manufacturing processes meet and conform to these stringent requirements.

REI reserves over \$10 million in inventory in our 150,000 square foot warehouse facility in Omaha, Nebraska. With dedicated engineering, production, sales, customer service,



and shipping teams, REI exceeds every other manufacturer in the mobile industry when it comes to supplying the parts you need when you need them.

The principal purpose of surveillance recording is to capture any event, which is needed to be reviewed and kept for any reason – the system needs to record the event clearly, with high quality according to your specifications. Audio and video systems need to be working at all times, and the event needs to be easily retrieved, viewed and securely stored without possibility of compromise.

Important consideration for the design and build of the system include:

- How do the DVR and hard drive handle bus vibrations?
- Are temperature extremes addressed?
- Does the vendor offer years of technical and service experience to help define the system?
- Will the vendor offer assistance with the settings of video and audio recording levels, and system defaults set to meet and exceed the exact needs of the project?

With a video surveillance platform, the audio and video footage belong to the customer. It should be simple to find, retrieve, play, report, archive, and recall. The process should be simple enough that anyone could do it, yet it needs to be secure enough that only people with authorization can be allowed to utilize the platform. The audio/video and metadata records need to be authentic and unalterable – to maintain the utmost integrity level which may be needed for risk mitigation.

Almost all products and services offer warranties and satisfaction guarantees. REI's Warranty for products is three (3) years. REI machines and platforms are still in the field after 15 years. What is vital to the effectiveness of this project is not just a warranty, but how much it is needed. Product breakdown can be disruptive to the operation.

1.1.2 Company Experience

1.1.3 Surveillance System Implementation

REI understands the project requirements in implementing a surveillance solution. Based on our experience in the design and development of systems, system components and meeting project objectives in the most cost-effective way, REI is proposing the following system solutions to demonstrate our knowledge and understanding of services required.

It is important to note the importance of the technology engineered into the DVR, camera and complete system. Image quality, simultaneous high definition digitizing of images, reliability and data management are critical factors that must



be considered when comparing and evaluating the quality of any mobile video surveillance system.

Based on our years of experience these critical factors are paramount in system design. Without them the cost of the system is irrelevant. REI systems are designed to provide the most cost-effective system with optimal performance features to provide you with an ideal system solution.

It is important to note that DVRs, cameras and system accessories are not designed and manufactured to the same standards. REI is confident that the design, engineering and production of our systems is to the highest performance and quality standards to provide our customers with the most reliable, cost-effective solution available.

1.1.4 Surveillance System Support & Maintenance

REI offers extensive, free webinars for staff, administration, and management. REI also provides 24/7/365 Technical Assistance by phone using the REI toll-free number of (877) 726-4617. There is also a Customer Support website available that provides technical product manuals, service and troubleshooting information by visiting REI anytime at: www.radioeng.info

1.1.5 Technical Support

REI offers extensive, free webinars for staff, administration and management and provides 24/7/365 Technical Support with the toll-free number of (877) 726-4617. REI also maintains a Customer Support website that provides technical product manuals, service and troubleshooting information at: www.radioeng.info

REI is committed to providing our customers with the information they need to maximize the use of all our products.

REI will provide a three (3) year warranty on all parts and labor installation. If equipment is found defective during the warranty period, it shall be replaced with new or repaired equipment. The three (3) year equipment warranty period shall begin again/restart with the installation date of any new equipment throughout the Term of Contract. This includes the improper installation or workmanship of installed equipment.

REI offices are open from 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday. The REI Customer Support website and our 24/7/365 Technical Support and are always available at no charge. Technical Support may be reached at (877) 726-4617.

If an issue arises, the first step is to call Technical Support to troubleshoot the issue. If it cannot be resolved a Return Authorization (RA) will be issued so the product may be sent in for repair. During the warranty period, REI will repair or replace any faulty parts/material. The cost will be included in the warranty price.



The client will ship each faulty component to REI, who will return a new or repaired component within one (1) week of originally receiving it.

Additional warranties may be purchased at the sole discretion of the Purchasers, up to final system acceptance.

Additional IT support plans are also available, along with complete managed services.

1.2 Training

REI offers extensive, free webinars for customer technical staff and management. We also provide on-site training for all initial system installations.

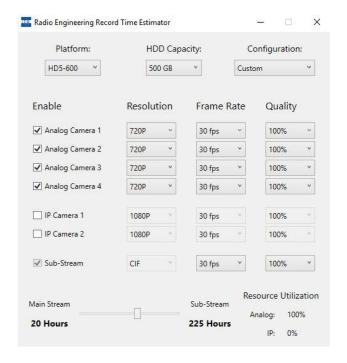


1. Proposed Goods and Services

The following information comprises a break-down of each system component requirement listed in the RFP. REI's equipment and company meet/exceed your requirements. The subsections below provide a high-level feature description of our proposed solution and note any exceptions or request for further clarification.

1.1 **DVR**

REI has hand selected our HD5 series mobile digital video recorder (DVR) system for the application. The DVR supports up to six (6) 1080p HD cameras (4 Analog HD and 2 IP). The HD5 series DVR supports removable (hot-swappable) hard disk drives (HDD), solid state drives (SSD) and secure digital (SD) cards. HDD and SSD capacities are offered in 500GB, 1TB and 2TB. HDD and SSD are enclosed in a ruggedized metal removable tray to provide dampening from shock/vibration, temperature protection and ESD safe handling. HD5 DVRs support SD memory cards. The SD interface is configurable between mirrored storage or event storage.



The REI HD5 series DVR supports cellular modems via an Ethernet (RJ45) connection on the rear of the DVR. REI has investigated using internal and external cellular modems and selected an external cellular modem solution due to future advancements in mobile telecommunications technology. In REI's professional opinion, using an external cellular modem provides a low risk option for our customers.

The HD5 series DVR includes internal power supply circuitry that exceeds most UPS manufacturers stray voltage suppression requirements. The REI engineering team prides themselves in designing a system that eliminates external equipment required by others in the market and will put REI products up against any other solution.

The DVR includes an internal web server which supports local and wireless connection to program DVR and camera settings. Camera adjustability includes: resolution, frame rate and quality. REI provides a free software utility (Record Time Estimator – screen shot shown above) that estimates storage capacity based on storage available, camera settings and type of video recorded. The above example shows 4 cameras recording at 720p, 30fps (frames per second) @ 100% quality. The REI DVR system is configurable



allowing the District to adjust parameters to meet/exceed your video storage requirements. When REI is selected as your surveillance solution, we will assist your team to determine your requirements and optimize your record time.

REI also provides free access to our DVR Toolkit application, available from the Apple and Android stores. The application runs on mobile devices (phones/tablets – Apple/Android) and provides DVR programmability. While REI also offers an external 7" LCD monitor as an option, this application is suggested in lieu of an external monitor and mouse for programming.



REI DVR Toolkit screen shot – camera configuration



REI DVR Toolkit screen shot - fault configuration

1.2 Cameras

REI cameras are shock resistant and support many standard resolutions (CIF up to and including 720p to 1080p). Internal cameras include adjustable gain microphones. Each camera is configurable within the DVR.



The HD5 Series Mobile DVR cameras can be mounted anywhere in the vehicle, unless the mount is unstable, or the cameras vibrate excessively. Outdoor cameras will be used for exterior placement.

1.3 Storage Media

- 500GB to 2TB capacity
- Solid State Drive (SSD)
- Shock resistant
- Durable, extruded aluminum chassis
- Vibration dampening integrated into housing
- Integrated heater for operation to -40°F
- Docking station not required USB 3.0 port supports direct connection to a host PC
- Activity and communication lights for visual verification of operation and PC connectivity
- Key switch locks USB port, preventing unauthorized access to SSD contents

1.4 Accessories

- GPS w/ exterior antenna
- Cellular/Wi-Fi antenna (1x per bus) required for cellular and Wi-Fi connectivity
- Cellular/Wi-Fi router supports main mobile carriers
- Wi-Fi dongle USB connection that assists programming MDVR
- Event marker/panic button configurable for event marking and driver indication
- Sensor harness wiring for up to 8-inputs on vehicle
- J1939 in-vehicle network interface
- 3G Accelerometer



1.5 HD5 600 Series DVR Specifications



HD5-600 DVR

Be Ready. Be Confident.



Discover the HD5-600 DVR - engineered to protect. Be confident knowing your passengers, drivers and vehicles are secure.

Customizable Connect up to 6 HD cameras providing optimal coverage in and around

your vehicle, including exclusive crisscross views capable of capturing video

over high seat backs

Expandable Easy to upgrade as technology advances

Save money 100% compatible with all existing REI equipment

View details Up to 1080p HD on every channel easily captures the smallest details

Durable Integrated heater to withstand cold environments

Rugged Vibration and shock tested to military standard

Intuitive Easily configurable via iOS/Android™ phone, tablet or laptop

REI is the customer-experience focused, all-in-one solutions provider of professional grade electronics for the transportation industry. Our customizable solutions combine durable equipment with user-friendly software. Explore the HDS-600 DVR, discover the capabilities.

Call REI today - we have your solution.

800.228.9275 radioeng.com







DON'T RESTRICT YOUR FLOW

WHAT IS BIT RATE & WHY DOES IT MATTER

- · Powerful Processing
- · Clearer Picture
- · Smoother Video
- Bit Rate of 40 Mbps¹/80Mbps²
- · 1080p on ALL channels
- · Up to 30 FPS per channel

1HD5-600;2HD5-1200



High Definition has been the buzz word the last few years in the camera industry. HD is a recording dimension, not a quality setting. The biggest factor in quality is bit rate. The larger the bit rate, or mega bits per second a DVR records, the better the video quality. Compressing video to give you more storage space will degrade the picture significantly when you have a small bit rate. By having a higher bit rate you widen that pipe, getting the best quality video possible.

REI designed our HD5 DVRs with a higher bit rate, giving you the ability to capture clearer details.

Go ahead. Compare us.

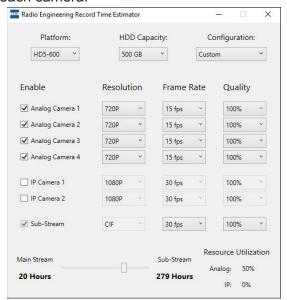


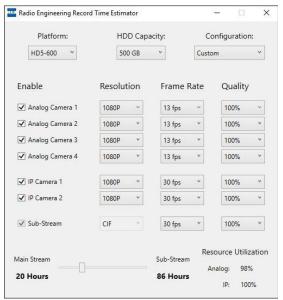
800.228.9275 radioeng.com



At REI, we believe the customer should have the power to select the desired resolution, frame rate, and quality of each camera to balance video quality and record time.

Below is an example for the REI record time estimator which is provided with the REI system showing the substantial time difference in record time of 720p versus 1080p. When the RFP is awarded to REI, we will do a webinar to select the appropriate resolution, frame rate and quality of each camera.





 Advanced Camera Technology: AHD camera 170° horizontal field of view for greater single camera viewing area coverage





1.6 Camera View



WE WON'T CUT YOU OFF

NEW WIDER ANGLES. EXTRA FINE DETAILS. SEE MORE THAN EVER.

- · Between the seats
- · View both sides of the aisle
- · Entire window lines
- · Windshield to rear exit door
- · Zoom in for even closer views
- · Largest vertical field of view





REI is the only provider of innovative, game-changing, wideangle HD cameras. Fewer cameras required means spending less money. Partner them with the powerful HD5 Series DVRs and record true 1080p high-definition video on every channel. Feel confident knowing your REI customizable surveillance package captures every view, everywhere you need.

Exclusively REI and crucial for your camera viewing needs.

Go ahead. Compare us.

Call Today! 800.228.9275

radioeng.com



REI

NEW VIEWS. GO AHEAD - STARE.



Driver's Point of View

- Traffic
- · Children and pedestrians
- · Windshield and weather conditions



Driver's Area, Stairwell, Front Seats

- · View the driver's activity
- · Capture everyone that enters and exits
- · Remarkably clear front row views



Middle Seat Views

- · Adjust to fit specific needs
- · No row is left out
- · See between every row





Rear Seat Views

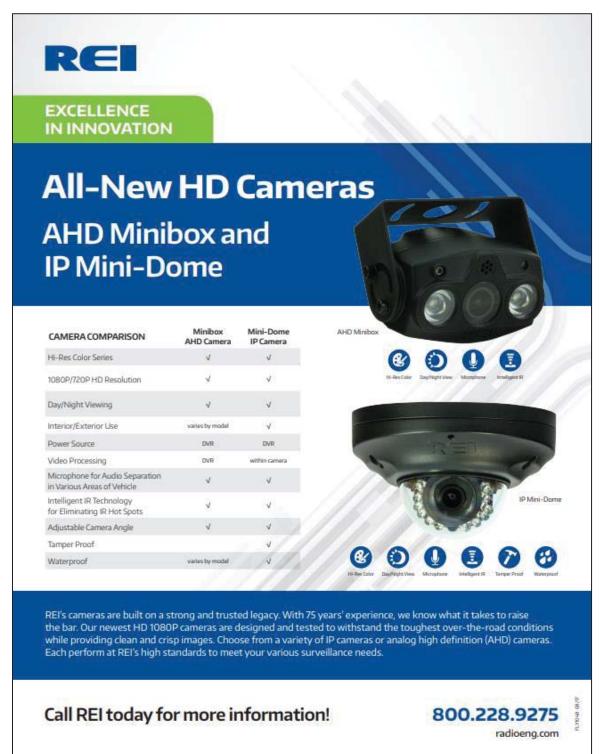
- · Zoom in for closer views
- · Fully capable of capturing the smallest details
- · Customizable for your viewing needs
- · Capture cell phone screen in rider's hands

Call Today! 800.228.9275

radioeng.com



1.7 Video Camera Specifications





1.8 HD5 1200 Series DVR Specifications



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MOVE IN THE RIGHT DIRECTION.

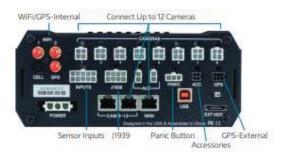


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Power	B to 32 Volts DC, <2A operating (excludes cameras, accessories)
Dimensions	Without brackets: 7.4" x 3.2" x 9.5"; With brackets: 9.1" x 4.0" x 9.5" (max)
Weight	8.6 lbs (3.90 kg) with mounting brackets
Standby Current	< 2mA
Operation Temperature	-40°-+160°F continuous operation
Operating Humidity	1096 - 9596, non-condensing
VIDEO RECORDING	
Video Inputs	Up to 12 Channels
Video Standards	NTSC, AHD, ONVIF, REI
Resolution	Up to 1080P Channels 1-8 Up to UHD(4K) Channels 9-12
Frame Rate	Up to 30 fps per channel
Bit Rate	40 Mbps
Compression	H.264 Triple stream encoding/ recording – high quality recording + efficient network video streaming
Audio Inputs	12
Total Channels	12
STORAGE	
Hard Drive	Removable hard disk drive module with USB 3.0 interface, integrated shock and vibration dampening, and heater
SD Card	SD slot for simultaneous (mirror) or alarm video recording

HD5-1200 DVR



COMMUNICATION MODULE	
Easily Upgradeable Communication Module	Field or factory installed removable communication module
WiFi (internal)	802.11a/b/g/n 2.4Ghz/SGhz WiFi (WiFi models only)
Cellular (external)	Optional 3G/4G modern for cellular connectivity
GPS	Optional internal or external GPS receiver
INPUTS/OUTPUTS	
USB Ports	2 front panel USB ports for mouse and video backup, firmware update, configuration, and debugging (log files, etc.)
WAN Ports	Rear panel WAN (Ethernet) port for connection to external 3G/4G cellular router and for connection to REI and non-REI in-vehicle systems
LAN Ports (IPC, etc.)	Front panel LAN port for local DVR configuration, camera adjustment, IP camera setup, etc.
Front Panel Audio/Video Port	Front panel composite audio/video outputs for local DVR configuration, camera setup, etc. using a USB mouse
Vehicle Interface (J1939)	Dual SAE J1939 250kbps/500kbps interface for connection to in-vehicle networks, multiplex systems, etc.
Accessory Port (RS485)	For connection to optional REI peripherals, including accelerometer, output modules, display modules, RFID, etc., and non REI devices
GPS/Status Port (RS232)	Optional external (RS232) GPS receiver Optional GPS/Status output (RS232) fo interface to third-party AVL systems
Sensor Inputs	8 sensor inputs for detection of vehicle signals (brakes, turn signals, etc.)

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MOVE IN THE RIGHT DIRECTION.

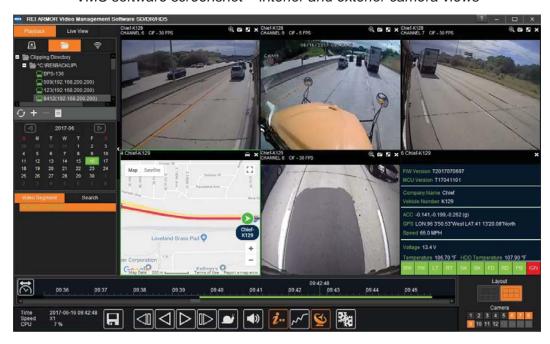


1.9 System Playback Software

REI's Video Management Software (VMS) provides simple access to all recorded videos. Searching is simple via the search option (image shown below). VMS provides the ability to capture images and save video footage. Images and video are easily saved to CD-ROM, DVD or USB memory. VMS is freely available from REI's support website (www.radioeng.info). Software updates and support are freely available through our website and technical support line (877-726-4617). VMS may be installed on standard Microsoft Windows based computers.



VMS software screenshot – interior and exterior camera views



VMS software screenshot – Google map, exterior camera views





VMS software screenshot - Google map & metadata



VMS screenshot of search parameters



1.10 A.R.M.O.R. Wireless Suite

A.R.M.O.R (Asset Reporting & Management/Observation & Recording) Wireless Suite is REI's signature web-based software available as an all-in-one solution, offering more than just video. Building on the REI free Video Management Software (VMS), A.R.M.O.R. provides added and expanded features by automating the entire process to save time and money.

Through lot-based downloads, A.R.M.O.R. provides surveillance by completely automating video and fleet data. Utilizing a Wi-Fi equipped DVR, commercial access points, and/or a cellular router, video and metadata is transferred to a server when vehicles are started, returned to the lot, or at preconfigured times. Flexible scheduling prioritizes downloads to obtain the most critical information right away. Layered privileges control who has access to the different modules to increase security and provide cost savings.

Powered with A.R.M.O.R., it is possible to calculate ROI on personnel and time savings while alleviating the potential daily risk. Existing hardware infrastructure serves as the support mechanism to maximize video viewing and performance through the A.R.M.O.R. suite. With a variety of cameras and digital video recorders positioned in and around vehicles, there is less uncertainty and more security for passengers, vehicles and fleet.

The REI complete surveillance system is equipped with a digital video recorder (DVR), high-definition color cameras, user-friendly software and accessories, creating administrative ease. The addition of wireless connectivity allows DVR, vehicle, and fleet reporting to enhance efficiency and productivity.

A.R.M.O.R. provides:

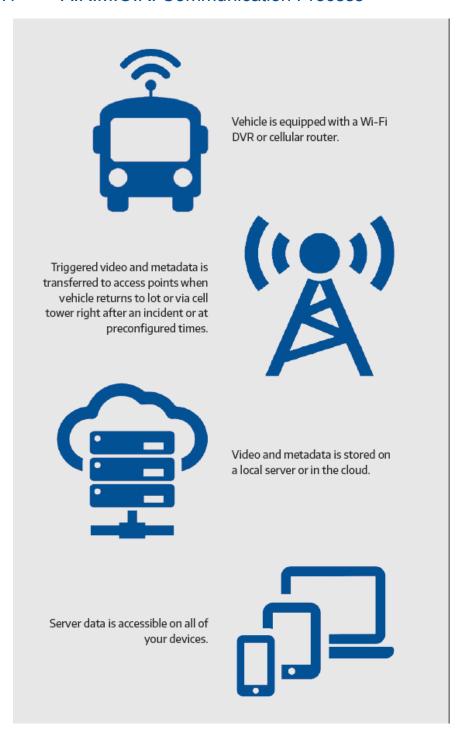
- automated video retrieval
- surveillance equipment and vehicle health checks
- historical and live route data
- critical driver information such as obtain fleet analytics, driver metrics, monitor idling and fuel usage
- exportable reports



1.11 A.R.M.O.R. Images

A.R.M.O.R. software screen images are subject to change due to a constant evolution, based on customer input and feedback.

1.11.1 A.R.M.O.R. Communication Process





REI Exchange Program



SURVEILLANCE **EXCHANGE PROGRAM**



FAST





RECEIVE

Receive replacement product within 48 hours. Reduces downtime!

RETURN

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CALL 877.726.4617

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