

TIPS VENDOR AGREEMENT

Between

ENA Services, LLC, a subsidiary of Education
Networks of America, Inc. (ENA)

and

(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
RFP 190103 Web and Cloud Computing Services

General Information

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

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 unless otherwise specifically agreed in writing by the parties.

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”, “included in price” 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 all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

The Vendor shall provide timely and accurate customer support for orders to TIPS Members as agreed by the Parties. Vendors shall respond to such requests within a commercially reasonable time after receipt of the request. If support and/or training is a line item sold or packaged with a sale, support shall be as agreed with the TIPS Member.

Agreements

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion.

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) 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, Vendor designated reseller or vendor assigned company.

Disclosures

1. Vendor and TIPS affirms that he/she or any authorized employees or agents has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with 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 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, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. 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 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. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as 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 and submitting same to TIPS.

Failure to pay the participation fee will result in termination of Agreement and possible legal action. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity and Limitation of Liability

LIMITATION OF LIABILITY – Waiver: BY SUBMITTING A PROPOSAL, OFFERER EXPRESSLY AGREES TO WAIVE ANY CLAIM IT HAS OR MAY HAVE AGAINST BOTH THE INTERLOCAL PURCHASING SYSTEM REGION 8 EDUCATION SERVICE CENTER, ITS DIRECTORS, OFFICERS, ITS TRUSTEES, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH (1) THE ADMINISTRATION, EVALUATION, RECOMMENDATION OF ANY PROPOSAL; (2) ANY REQUIREMENTS UNDER THE SOLICITATION, PROPOSAL PACKAGE, OR RELATED DOCUMENTS; (3) THE REJECTION OF ANY PROPOSAL OR ANY PART OF ANY PROPOSAL; AND/OR (4) THE AWARD OF AN AGREEMENT, IF ANY. NEITHER REGION 8 ESC NOR TIPS SHALL BE RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY PROPOSERS OR THE SELECTED CONTRACTOR IN CONNECTION WITH RESPONDING TO THE SOLICITATION, PREPARING FOR ORAL PRESENTATIONS, PREPARING AND SUBMITTING A PROPOSAL, ENTERING OR NEGOTIATING THE TERMS OF AN AGREEMENT, OR ANY OTHER EXPENSES INCURRED BY A PROPOSER. THE PROPOSER OR SELECTED CONTRACTOR IS WHOLLY RESPONSIBLE FOR ANY SUCH COSTS AND EXPENSES AND SHALL NOT BE REIMBURSED IN ANY MANNER BY REGION 8 ESC OR TIPS.

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. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC Region 8. Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

Limitation of Liability

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of action. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under this Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

Infringements

VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TIPS AND THE CUSTOMER/TIPS MEMBERS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER/TIPS MEMBER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. If Vendor becomes aware of an actual or potential claim, or Customer/TIPS Member provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer/TIPS Member, shall), at Vendor's sole option and expense: (i) procure for the Customer/TIPS Member the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer/TIPS Member's use is non-infringing.

Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer/TIPS Member's specific instructions, (iv) any intellectual property right owned by or licensed to Customer/TIPS Member, or (v) any use of the product or service by Customer/TIPS Member that is not in conformity with the terms of any applicable license agreement.

Security of Premises, Equipment, Data and Personnel

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and/or materials (collectively referred to as "Data") belonging to the Customer/TIPS Member. Vendor shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer/TIPS Member, in accordance with the instruction of the Customer/TIPS Member. Vendor shall be responsible for damage to Customer/TIPS Member's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor fails to comply with Customer/TIPS Member's security requirements, then Customer/TIPS Member may immediately terminate its Purchase Order and related Service Agreement.

RESERVATION OF RIGHTS - TIPS expressly reserves the right to:

- a) Reject or cancel any or all proposals;
- b) Waive any defect, irregularity or informality in any proposal or SOLICITATION procedure provided the waiver is equally applied to all Offerors and an Offeror is not prejudiced by the waiver as compared to other Offerors;
- c) Waive as an informality, minor deviations from specifications for goods or services at a lower price than other proposals meeting all aspects of the specifications if it is determined that total cost is lower and the overall function is not impaired;
- d) Reissue a SOLICITATION;
- e) Consider and accept an alternate proposal as provided herein when most advantageous to TIPS and its members;
- f) This is not an exclusive award and no guaranteed volumes of purchases are guaranteed. TIPS and its members reserves the right to procure any items or services by other means at the sole discretion of TIPS or its members.

Termination for Non-Appropriation

Customer/TIPS Member may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated by the governing body on behalf of local governments as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the services, they are obligated to pay for the services or they may discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

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 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 and should indicate on the order that the purchase is per the applicable TIPS Agreement number. Orders are typically 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 for an alternative submission schedule).

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 goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

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 (only 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 the TIPS Member's or local smoking statutes, codes or policies.

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. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. 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 which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

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. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. 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. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

All applicable agreements, contracts, 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 this Agreement shall survive the expiration or termination of this 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 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 third- party 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 time, format and at the location acceptable to 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.

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 desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request 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.

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 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 related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

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

NEW STATUTORY REQUIREMENT EFFECTIVE 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 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

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

policy, when the Vendor is responsible for the claim, 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. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

- **Agreements:** All vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order direct to vendor, it is the vendor's responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
 - **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging entities to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing 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.
 - **Order Confirmation:** All TIPS Member Agreement purchase orders are approved daily by TIPS and sent to vendor. The vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when effective. TIPS shall be notified when prices change in accordance with the award.
 - **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS member by the Vendor, customer is to be notified within 3 business days and appropriate action taken based on customer request.
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Page 13 of 13 will be the TIPS Vendor Agreement Signature Page

SCHEDULE OF SERVICES (TIPS PARTICIPANT)

No. _____

In accordance with all terms and conditions of the Unified Master Services Agreement executed between ENA and _____ (“Client”) on _____ (Date) (the “Agreement”), Client desires to purchase some or all of the Services described in this Schedule of Services (the “Schedule”). Client’s Purchases of Services from this Schedule are consistent with ENA’s award by The Interlocal Purchasing System of its RFP _____, and will be memorialized in a form agreeable to both Parties during the Term of this Schedule.

Service Ordered (Check All Applicable Below)			
<input type="checkbox"/>	Broadband	<input type="checkbox"/>	Wi-Fi/LAN
<input type="checkbox"/>	Communication	<input type="checkbox"/>	Cloud
<input type="checkbox"/>	Other	<input type="checkbox"/>	
Description and Price of Services			
Check one: <input type="checkbox"/> Described below <input type="checkbox"/> Described in the attached document(s)			
Term (construed in conjunction with any documents attached to this Schedule)			
Initial Term	<input type="text"/>	months	
Renewal Term(s)	<input type="text"/>	Number of Renewal Terms <i>enter '0' if none permitted</i>	<input type="text"/> Length of each Renewal Term (in months)
Maximum Contract Length (if all renewal terms exercised)		<input type="text"/>	Months
Schedule of Service Term Start Date (at install unless specified herein)	<input type="text"/>		
Billing Address and Billing Contact Information			

(begin modifications)

In entering into this Schedule, the Parties hereby modify the terms and conditions of the Agreement as follows solely related to Service(s) delivered under this Schedule:

(replace) 5.5 Indemnification. To the extent permitted by the Constitution and laws of the state where the Client resides, Client agrees to defend, indemnify and hold ENA, its officers, employees, agents, and affiliates, harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of Client's use of the Services or Client’s breach of this Agreement.

SCHEDULE OF SERVICES (TIPS PARTICIPANT)

(replace) 8.7 Jurisdiction/Disputes. This Agreement shall be governed in accordance with the laws of where the Client resides, without regard to its or any other jurisdiction's laws governing conflicts of law. The parties hereby consent to and agree that the exclusive jurisdiction for any litigation regarding this Agreement shall be the state or federal courts sitting in County where the Client resides.

(end modifications)

Nothing in this Schedule is intended to replace, supersede or modify the terms of the Agreement. Client facility must be ready to support the Service. Any building or customer environment make-ready cost is the responsibility of the Customer. If this Service includes a data circuit, Client must have a suitable entrance facility into the building/demark room by conduit or aerial means.

ENA:

By: _____
Name: _____
Title: _____
Date: _____

CLIENT:

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE OF SERVICES (TIPS PARTICIPANT)

TIPS Vendor Agreement Signature Form

RFP 190103 Web and Cloud Computing Services

Company Name ENA Services, LLC, a subsidiary of Education Networks of America, Inc. (ENA)

Address 618 Grassmere Park Drive, Suite 12

City Nashville State TN Zip 37211

Phone (615) 312-6000 Fax (615) 312-6099

Email of Authorized Representative lkellogg@ena.com

Name of Authorized Representative Lillian Kellogg

Title Senior Vice President

Signature of Authorized Representative Lillian Kellogg

Date March 6, 2019

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature Meredith Barton

Approved by ESC Region 8 David Wayne Fitts

Date 5/7/19

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689			Department Building
Fax				Floor/Room
Bid Number	190103 Addendum 2	Department Building		Telephone
Title	Web and Cloud Computing Services			Fax
Bid Type	RFP			Email
Issue Date	1/7/2019 08:03 AM (CT)	Floor/Room		
Close Date	3/15/2019 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477	
		Fax	+1 (866) 839-8472	
		Email	bids@tips-usa.com	

Supplier Information

Company	Education Networks of America
Address	618 Grassmere Park Drive
	Nashville, TN 37211
Contact	
Department	
Building	
Floor/Room	
Telephone	(615) 312-6000
Fax	
Email	
Submitted	3/14/2019 03:24:38 PM (CT)
Total	\$0.00

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

Signature Lillian Kellogg Email proposalteam@ena.com

Supplier Notes

Bid Notes

Dear potential TIPS Vendor,

As you review the solicitation information, you are probably looking for detailed job specifications and a scope of work for which to submit a proposal.

Because of the way TIPS and most other purchasing cooperatives procure contracts, there is no specific project to award. TIPS awards an IDIQ contract, where IDIQ is an abbreviation of the term "Indefinite Delivery/Indefinite Quantity". This is a type of contract that provides for an indefinite quantity of supplies or services during a fixed period of time or life of the awarded agreement. This RFP/solicitation was issued as a prospective award for a pricing agreement to be used when a TIPS member entity needs the goods or services offered under the agreement in the different categories of solicitations.

If you have any additional questions, please don't hesitate to reach out to us here at TIPS!

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	NO
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	ENA was founded in 1996 and for over 23 years has served education and library communities with system-wide and statewide connectivity, communication, cloud, and collaboration services. ENA provides a full suite of cloud computing services including: 1) ENA TrustCompute: an infrastructure as a service replacing on-premises hardware or extending an on-premises data center to the cloud. 2) ENA TrustBackup: a secure data backup with off-site storage within ENA's secure cloud. 3) ENA TrustVault: a flexible S3-compliant, cloud-based storage service.
6	Primary Contact Name	Primary Contact Name	Aamir Ashiqali, Ed.D.
7	Primary Contact Title	Primary Contact Title	Account Services Manager
8	Primary Contact Email	Primary Contact Email	aashiqali@ena.com

9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	8177174326
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153126099
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4696679720
12	Secondary Contact Name	Secondary Contact Name	Lillian Kellogg
13	Secondary Contact Title	Secondary Contact Title	Senior Vice President
14	Secondary Contact Email	Secondary Contact Email	lkellogg@ena.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153126072
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153126099
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	4158605741
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Glen Thomasson
19	Admin Fee Contact Email	Admin Fee Contact Email	gthomasson@ena.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153126291
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Ami Rains
22	Purchase Order Contact Email	Purchase Order Contact Email	salessupport@ena.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6153126000
24	Company Website	Company Website (Format - www.company.com)	www.ena.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	62-1805864
26	Primary Address	Primary Address	618 Grassmere Park Drive, Suite 12
27	Primary Address City	Primary Address City	Nashville
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TN
29	Primary Address Zip	Primary Address Zip	37211

30	Search Words:	<p>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.)</p>	<p>Cloud, cloud infrastructure, virtual private cloud, virtual data center, IaaS, infrastructure as a service, virtual machine, virtual server, cloud service, storage service, storage as a service, cloud storage, file backup, backup as a service, workstation backup, server backup, ENA, Education Networks of America, cloud solutions, cloud services, K-12 cloud, TrustCompute, TrustVault, TrustBackup, cloudstack, KVM, hypervisor, S3 compatible, S3 compliant, VM, backup storage, backup repository, managed backup, cloud repository, offsite backup, BaaS, next gen data center, hosted infrastructure</p>
31	Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	<p>Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant.</p> <p>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?</p>	Yes
32	Yes - No	<p>Certification of Residency (Required by the State of 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?</p>	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Nashville
34	Company Residence (State)	Vendor's principal place of business is in the state of?	TN
35	Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION	<p>Remember this is a MINIMUM discount percentage so, be sure the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGH OUT THE LIFE OF THE CONTRACT</p> <p>CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.</p> <p>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%.</p>	0%

36	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
37	Yes - No	Vendor agrees to remit to TIPS the required administration fee? 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
38	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
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.	20
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. BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller. applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
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	<p>By submission of this bid or proposal, the Bidder certifies that:</p> <p>1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;</p> <p>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:</p> <p>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;</p> <p>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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.</p>	(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 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. 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.
- 45 Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?
- 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: 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. (No Response Required)

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participants," "person," "primary covered transaction," "principal," "proposal" and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

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. Yes
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 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.

51 Non-Discrimination Statement and Certification

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

Yes

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. 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) 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: following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

(No Response Required)

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?

55 2 CFR PART 200 Clean Air Act

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

56 2 CFR PART 200 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Yes

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 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)

Yes

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 15).

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

58 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include 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.

Yes

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

59 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds I HAVE lobbied per above

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. 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.

60 If you answered "I HAVE lobbied per above to the previous question.

IF you answered "I HAVE lobbied" per above Attribute question, 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.

(No Response Required)

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 of your work under this award if you are successful? NO

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?	<p>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?</p> <p>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.</p> <p>(b)Affirmative steps must include:(1)Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2)Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4)Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	
63 Indemnification	<p>The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws</p>	Yes

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.

Yes, I Agree

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.

Yes

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?

67	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
68	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
69	Infringement(s) Explanation of No Answer		
70	Contract Governance	<p>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.</p>	Yes

71 Payment Terms and Funding Out Clause

Payment Terms:

Yes

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.

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: will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students 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. form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

73 Texas Education Code Chapter 22 Contractor
Certification for Contractor Employees

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

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

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

- 74 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions 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. (No Response Required)
- 75 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
The relevant section addressed by this form reads as follows:
Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
ESC Region 8/The Interlocal Purchasing System (TIPS)
4845 Highway 271 North
Pittsburg,TX,75686
verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
AND
our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
I swear and affirm that the above is true and correct.

76	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>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)</p>	(No Response Required)
77	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
78	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
79	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
80	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	

81 Felony Conviction Notice

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.

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

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.

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

Line Items		
Response Total:		\$0.00

REFERENCES

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

You may provide more than three (3) references.

[illegible]

COMPLETE ONLY IF OFFERER IS A CORPORATION,

March 13, 2019

DATE

Insert TIPS RFP # 190103 Web and Cloud Computing Services

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

Name of company claiming confidential status of material

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

Address City State ZIP Phone

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

Signature _____ Date _____

OR -----

If you do not claim any of your proposal to be confidential, complete the section below only.

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

Lillian Kellogg Senior Vice President

Printed Name authorized company officer Title of authorized company officer

618 Grassmere Park Drive, Ste 12 Nashville TN 37211 615-312-6072

Address City State ZIP Phone

Signature Lillian Kellogg Digitally signed by Lillian Kellogg Date: 2019.03.12 16:16:23 -05'00' Date March 12, 2019

ENA TrustBackup Service Level Agreement (Warranty)

This Service Level Agreement ("SLA") is provided to The Interlocal Purchasing System (TIPS) ("Customer"), who may purchase cloud services from ENA Services, LLC ("ENA").

Definitions

- ◆ "ENA TrustBackup Service Instance" refers to the software agents and logically configured storage resources assigned to Customer within ENA TrustBackup.
- ◆ "Available" means the Data Backup Function and the Data Restore Function can be executed within Customer's ENA TrustBackup Service Instance.
- ◆ "Data Backup Function" refers to the set of features within Customer's ENA TrustBackup Service Instance that is used to backup Customer's data.
- ◆ "Data Restore Function" refers to the set of features within Customer's ENA TrustBackup Service Instance that is used to restore Customer's backup data.
- ◆ "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustBackup was "Unavailable." Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustBackup SLA Exclusions (defined below)
- ◆ A "Service Credit" is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA's Service Commitment and is not a result directly or indirectly of any ENA TrustBackup SLA Exclusions (defined below).
- ◆ "Unavailable" or "Unavailability" means the Backup Restore Function cannot be used.
- ◆ "Minutes in the Month" is the total number of minutes in a given month.
- ◆ "Downtime" is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- ◆ $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- ◆ "Incident" means (i) any single event, or (ii) any set of events, that result in Unavailability.
- ◆ "Standard Maintenance Window" occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- ◆ "Agreed Maintenance" refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- ◆ "Planned Service Interruption" refers to any service interruption with at least 48 hours' notice provided to the customer in advance of the start time of the interruption.

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer's ENA TrustBackup Service Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance ENA TrustBackup:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustBackup Service Instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- ◆ Incident ticket number
- ◆ The dates and durations of each Incident Customer is claiming
- ◆ Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustBackup SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustBackup, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA's direct control); (iv) that result from failures of individual instances not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

ENA TrustCompute Service Level Agreement (Warranty)

This Service Level Agreement ("SLA") is provided to The Interlocal Purchasing System (TIPS) ("Customer"), who may purchase cloud services from ENA Services, LLC ("ENA").

Definitions

- ◆ "Virtual Private Cloud" or "VPC" refers to the logically configured pool of resources assigned to Customer in ENA TrustCompute. Customer's VPC may extend across one or more Zones.
- ◆ "Available" means any single, running Virtual Machine within Customer's VPC has External Connectivity.
- ◆ "Virtual Machine" refers to a persistent instance.
- ◆ "External Connectivity" is bi-directional network traffic between the Virtual Machine and other IP addresses using TCP or UDP network protocols in which the Virtual Machine is configured for allowed traffic. The IP addresses can be IP addresses in the same cloud service as the Virtual Machine, IP addresses within the same virtual network as the Virtual Machine or public, routable IP addresses.
- ◆ "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustCompute was "Unavailable." Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustCompute SLA Exclusions (defined below)
- ◆ "Zone" refers to an isolated location.
- ◆ A "Service Credit" is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA's Service Commitment and is not a result directly or indirectly of any ENA TrustCompute SLA Exclusions (defined below).
- ◆ "Unavailable" or "Unavailability" means none of Customer's running instances have External Connectivity.
- ◆ "Minutes in the Month" is the total number of minutes in a given month.
- ◆ "Downtime" is the total accumulated minutes that are part of Minutes in the Month that have no External Connectivity. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- ◆ $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- ◆ "Incident" means (i) any single event, or (ii) any set of events, that result in Unavailability.
- ◆ "Standard Maintenance Window" occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- ◆ "Agreed Maintenance" refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- ◆ "Planned Service Interruption" refers to any service interruption with at least 48-hour notice provided to the customer in advance of the start time of the interruption

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer's Virtual Private Cloud is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance Virtual Machines:

Service Credit

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustCompute package for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- ◆ Incident ticket number
- ◆ The dates and durations of each Incident Customer is claiming
- ◆ Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustCompute SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustCompute, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party, including failure to acknowledge a recovery volume; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA's direct control); (iv) that result from failures of individual instances or volumes not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

ENA TrustVault Service Level Agreement (Warranty)

This Service Level Agreement ("SLA") is provided to The Interlocal Purchasing System (TIPS) ("Customer"), who may purchase cloud services from ENA Services, LLC ("ENA").

Definitions

- ◆ "ENA TrustVault Storage Instance" refers to the logically configured storage resources assigned to Customer in ENA TrustVault.
- ◆ "Available" means Customer data is Accessible within their ENA TrustVault Storage Instance.
- ◆ "Accessible" means data can be read and modified (i) programmatically via the platform API, or (ii) online via my.ena.com.
- ◆ "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of Minutes in the Month in which ENA TrustVault was "Unavailable." Monthly Uptime Percentage measurements exclude Downtime resulting directly or indirectly from any ENA TrustVault SLA Exclusions (defined below)
- ◆ A "Service Credit" is a dollar credit, calculated as set forth below, that ENA may credit back to a Customer for downtime that violates ENA's Service Commitment and is not a result directly or indirectly of any ENA TrustVault SLA Exclusions (defined below).
- ◆ "Unavailable" or "Unavailability" means Customer's data is not Accessible.
- ◆ "Minutes in the Month" is the total number of minutes in a given month.
- ◆ "Downtime" is the total accumulated minutes that are part of Minutes in the Month that data is not Accessible. Downtime excludes Standard Maintenance Windows and Planned Service Interruptions.
- ◆ $\text{Monthly Uptime \%} = (\text{Minutes in the Month} - \text{Downtime}) / \text{Minutes in the Month} \times 100$
- ◆ "Incident" means (i) any single event, or (ii) any set of events, that result in Unavailability.
- ◆ "Standard Maintenance Window" occurs Tuesdays and Thursdays from 11:00 PM local time to 5:00 AM local time
- ◆ "Agreed Maintenance" refers to a service interruption for work that is requested by Customer or agreed to by Customer that is performed outside of the Standard Maintenance Window.
- ◆ "Planned Service Interruption" refers to any service interruption with at least 48 hours notice provided to the customer in advance of the start time of the interruption.

Service Commitment

ENA will use commercially reasonable efforts to ensure Customer's ENA TrustVault Storage Instance is Available at least 99.9% of the time during any monthly billing cycle.

The following Service Levels and Service Credits are applicable to Customer's use of Single-Instance ENA TrustVault:

Service Credits

Service Credits are calculated as a percentage of the total monthly charges for Customer's ENA TrustVault instance for the monthly billing cycle in which the Unavailability occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Less than 99.9% but equal to or greater than 99.0%	10%
Less than 99.0%	25%

Credit Request and Payment Procedures

If Customer is entitled to multiple credits, such credits shall not be cumulative beyond a total of credits for one (1) calendar month's service cost in any one (1) calendar month.

Customer must open an Incident ticket within seven (7) calendar days from the time the Unavailability occurred. Failure to comply with this requirement will forfeit Customer's right to receive a credit.

Credits will be applied to the total monthly service cost.

Customer's sole and exclusive remedy for any failure by ENA to provide adequate service levels is detailed herein. Customer agrees to utilize ENA's services in a manner consistent with the terms of service, as outlined in the Master Services Agreement (MSA) and any addenda, as well as ENA's then current Acceptable Use Policy (posted at <http://www.ena.com/aup>). If customer's utilization of ENA's services is in violation of the MSA and addenda or AUP, ENA reserves the right to suspend or modify service after notification to Customer. Such suspension or modification shall not be deemed to be a failure of ENA to provide adequate service levels under this Contract. In no event shall Customer be entitled to any credit if it violates the terms of service or ENA's Acceptable Use Policy.

To receive a Service Credit, Customer must submit a claim by notifying his or her ENA Account Service Manager (ASM). To be eligible, the credit request must be received by the ASM by the end of the second billing cycle after which the Incident occurred and must include:

- ◆ Incident ticket number
- ◆ The dates and durations of each Incident Customer is claiming
- ◆ Description of Customer's attempts to resolve the Incident at time of occurrence

If the Monthly Uptime Percentage of such request is confirmed by ENA and is less than the Service Commitment, then ENA will issue the Service Credit to Customer within one billing cycle following the month in which Customer's request is confirmed by ENA. Failure to provide the request and other information as required above will disqualify Customer from receiving a Service Credit.

ENA TrustVault SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of ENA TrustVault, or any other performance issues: (i) caused by factors outside of ENA's reasonable control, including any force majeure event or internet access related problems; (ii) that result from any actions or inactions of Customer or any third party; (iii) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within ENA's direct control); (iv) that result from failures of individual instances not attributable to Unavailability; (v) that occur during a Standard Maintenance Window; (vi) that occur during Agreed Maintenance; (vii) that occur during a Planned Service Interruption. If availability is impacted by factors other than those used in ENA's Monthly Uptime Percentage calculation, then ENA may issue a Service Credit considering such factors at their discretion.

The Interlocal Purchasing System (TIPS) Region 8 Education Service Center

RFP 190103

PROPOSAL DUE DATE

March 15, 2019 | 3:00 PM CT

TIPS – Region 8 Education Service Center
Attn: Ms. Kristie Collins
4845 US Hwy 271 North
Pittsburg, TX 75686

ORIGINAL

Web and Cloud Computing Services



Proposed by



Connecting Communities Since 1996

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III. Solution at a Glance

ENA's transformative technology solutions are engineered specifically for education and library institutions. Our team understands the critical importance of reliable and scalable broadband, Wi-Fi/LAN, communication, cloud, security, and software services in today's digital learning environment.

With more than 23 years of experience serving education and library communities across the nation, ENA is uniquely qualified to provide you with secure, state-of-the-art cloud services designed to scale for your evolving technology demands.



Project Scope and Understanding

Based on our in-depth review of RFP #190103, we understand that The Interlocal Purchasing System (TIPS) is seeking a long-term partner to provide secure and reliable cloud services. ENA has the skills, capacity, performance history, and desire to supply all requested products and support services within the required timeframes. ENA is proposing our cloud solutions ENA TrustBackup, ENA TrustCompute, and ENA TrustVault in response to your RFP.

Why Select ENA TrustBackup

Designed to provide simple, reliable data backup for education and library organizations, ENA TrustBackup delivers secure, efficient data backup with off-site storage within ENA's secure cloud—ensuring your files are protected and available when needed. ENA TrustBackup allows you to create backup jobs, set retention, and manage backup schedules for servers and workstations. Our “forever forward” backup methodology ensures efficient use of bandwidth capacity with additional features that provide maximum control over bandwidth utilization.

ENA TrustBackup uses advanced encryption standard (AES) 256-bit data encryption to ensure security and data privacy in transit and at rest. In the case of an emergency affecting your organization, you can rest assured knowing your data and applications are housed in a secure data center with round-the-clock surveillance and card access control.

Why Select ENA TrustCompute

Developed specifically for education and library organizations, ENA TrustCompute is an Infrastructure as a Service (IaaS) solution delivered via ENA's private cloud, enabling customers to experience the flexibility and scalability of a public cloud with the added benefits of privacy, security, and predictable billing. Unlike other cloud services, ENA TrustCompute is designed to reduce the complexity of cloud computing and deliver a complete cloud solution that is secure, seamless, and simple.

With inclusive packaging and thoughtfully designed administrative features, ENA TrustCompute provides flexible VM configuration for a variety of workloads, advanced network management with load balancing, and a comprehensive library of pre-configured application stacks for push-button deployment of popular open source applications for asset management, IT monitoring, email archiving, and more.

Why Select ENA TrustVault

Protecting your digital and intellectual work is critical. Off-site storage creates a space for easy access and transference of data, and ENA's secure cloud storage service ensures your data remains intact, safe, and accessible.

ENA TrustVault is a flexible, cost-effective, S3-compliant cloud-based storage service that enables you to store, access, and manage data online or via a proven, industry standard API. This cloud-based storage is ideal for a variety of uses, including off-site storage for documents, data backups, media content streaming, or static website hosting. ENA TrustVault is hosted in secure, commercial grade data center facilities that meet industry compliance standards.

ENA TrustVault's administrative portal puts you in control, allowing you to manage and organize data, generate user credentials, and upload and share files from any location with an Internet connection.

Value-Added Benefits

Our dedication to the communities we serve—combined with our passion for delivering excellent customer support—sets ENA apart. We encourage you to consider our following key differentiators as you review the enclosed response.

Cloud Architecture and Engineering Expertise

ENA is committed to designing, creating, and maintaining innovative cloud technology. Powered by a team of experienced cloud architects, engineers, and research and development professionals, ENA's cloud platform is owned and operated by ENA to ensure the highest levels of knowledge, accountability, and support.

Proven History of Performance

Our proposed solution leverages ENA's experience and service in successfully delivering robust, reliable, secure, and scalable technology solutions. The success of our approach and solution delivery is demonstrated by our extremely high customer satisfaction rates. ENA's Net Promotor Score (NPS), the gold standard for measuring customer satisfaction, has averaged between 69 (NPS "Excellent") and 90 (NPS "World Class") for several years. ENA's NPS scores far exceed our competition's and we consistently endeavor to achieve world class status to meet and exceed your expectations.

24x7x365 Expert Support and Assistance

ENA's superior customer support begins with the Customer Technical Assistance Center (CTAC). Our customer support engineers (CSEs) are a dedicated staff available 24x7x365 for immediate customer assistance on all ENA service issues. While many other organizations staff their front-line team with clerical and/or referral support, ENA's CTAC is made up of highly trained, certified, U.S.-based engineers with experience addressing the unique needs of our customers. We are committed to delivering exceptional customer care and expedited resolutions: **ninety-four percent of reported incidents and requests are resolved by the CTAC on the first contact.**

Empowered by ENA's innovative solutions and exemplary support — which save time, money, and administrative headache — TIPS can focus on what matters most: preparing students, strengthening communities, and building leading educational enterprises.

IV. ENA Qualifications

1. Company Background

"Our technology solutions make reaching and using valuable information as easy and reliable as turning on the lights."

ENA was founded in 1996 and for over 23 years has served education and library communities with system-wide and statewide connectivity, communication, cloud, and collaboration services. ENA's mission is to ensure that today's technology solutions connect people, making sure that a person's ability to reach and use valuable information is as easy and reliable as turning on the lights. Our mission is reflected in our commitment to providing trouble-free and reliable connectivity, communication, cloud, security, and software solutions. ENA has an impeccable history of delivering scalable, robust, secure, and cost-effective services to the customers we serve.

ENA specializes in providing industry-leading technology solutions, including:

- ◆ Internet access and wide area network (WAN) broadband connectivity services including managed and co-managed end site equipment and network monitoring
- ◆ Wi-Fi and local area network (LAN) services
- ◆ Hosted voice over IP (VoIP) services
- ◆ Cloud services that include Infrastructure as a Service (IaaS), Backup as a Service, and an S3 compatible storage solution
- ◆ Video conferencing, web conferencing, and collaboration services
- ◆ Unified threat management services that include security, firewall, and virtual private network services
- ◆ Instructional, productivity, and data analytics software solutions

ENA understands the business and mission of the communities we serve, and as such, all of our solutions are designed to allow for maximum flexibility while minimizing the burden on our customers' administrative and technical resources.

2. ENA's Service Approach

ENA's proposed solutions include numerous value-added benefits for education and library customers where every customer receives high-quality, turnkey services along with ENA's signature customer service. All ENA services include dedicated account management personnel, engineering excellence, exceptional service delivery, and exemplary customer care. All recurring ENA services include proactive 24x7x365 service monitoring, Customer Technical Assistance Center support, always available online support tools, robust safety and security features, and field service (if applicable).

When comparing ENA's offering with other service providers, you will quickly understand why ENA's solutions offer more value to our customers.



ENA's Suite of Enhanced Technology Solutions

Key Considerations for ENA's Service Approach

ENA is not a typical service provider—we consider ourselves your service partner. Our customer service, experience, demonstrated performance, innovation, and extensive suite of services are significant differentiators that distinguish us. Throughout our response we provide concrete examples of our excellent service history, capability to deliver the services requested, and evidence of successful, long-term partnerships with our customers. In your evaluation, we encourage you to consider the following unique benefits of ENA's solutions.

- ◆ **Personalized, Dedicated Account Service Throughout the Life of the Contract** – Every ENA customer is assigned an account services manager (ASM), who remains with the customer throughout the life of the ENA contract. The ASM builds a trusted relationship with you and your team by working to maintain an understanding of your specific goals and needs.
- ◆ **Exemplary Customer Care for 100% Customer Satisfaction** – ENA is solely accountable for the entire array of solutions we provide to you and your 100% satisfaction and delight with our products, services, and service delivery is our goal. We have a laser focus on exemplary customer care and do not consider a project complete until the customer is 100% satisfied.
- ◆ **Exceptional On-time Service Delivery for Confidence and Peace of Mind** – ENA has a demonstrated track record of meeting and exceeding installation schedules with our customers. Whether providing services to a few sites or several hundred, ENA has the personnel, processes, and procedures to deliver on our committed installation timeframes.
- ◆ **Customer Technical Assistance Center Providing 24x7x365 Coverage and Support** – All calls to our Customer Technical Assistance Center (CTAC) are answered by a professional, trained person in the U.S. with the knowledge, experience, and capability to resolve your issue immediately—rather than simply taking a message or opening a new service ticket. With our proactive monitoring tools, ENA is able to contact our customers to alert them of a service-impacting issue – before the customer even knows there is an issue – over 99 percent of the time.
- ◆ **Engineering Excellence for Comprehensive and Full-Service Support Capability** – The engineering expertise and management focus needed to meet the performance levels required in today's technology infrastructure environments place a substantial burden on your valuable staff resources. ENA's service approach helps to remove this burden, so you can focus staff and resources on your organization's priorities.

- ◆ **Safety and Security Features to Protect Your Infrastructure, Data, and Community** – ENA understands the importance of embedding safety and security features in our products and services to protect your infrastructure, data, and users. From mitigating network intrusions or alerting students and staff about potentially harmful intruders, ENA is consistently working on protecting your environments.
- ◆ **Technology Innovation and Efficiency Keeping You Ahead of the Technology Curve** – ENA is constantly developing and launching innovative products and services to meet the evolving current and future needs of our customers. We listen to our customers and shape our solutions to bring best-of-breed technology services that meet and exceed your requirements.

Our service history, coupled with our service delivery benefits outlined above, allows us to speak confidently about our ability to successfully deliver the services as requested.

3. ENA's Solution Delivery Experience

ENA is the nation's leader in providing statewide and system-wide solutions to meet the unique requirements of education and library communities.

- ◆ ENA holds multiple statewide contracts for our services.
- ◆ Our services are part of several national and statewide cooperative procurement contracts.
- ◆ ENA serves over 650 school districts including 15% of the largest school systems in the U.S.
- ◆ ENA serves over 210 libraries including two statewide library contracts.
- ◆ ENA serves 8 higher education institutions across the country.

Serving and supporting hundreds of education and library systems (including thousands of locations) across the nation with robust connectivity, communication, cloud, security, and software solutions, makes ENA the most qualified and uniquely positioned to provide the services requested.

**Always there.
Always on.**



Operating Locally and Nationally

Our understanding of your technology needs and challenges, coupled with our dedication and experience in providing the proposed services, clearly differentiates us from other service providers.

4. Personnel Qualifications


ENA is guided by experienced technology professionals who ensure we remain on the cutting edge as a technology service provider while providing the highest standard of service delivery. Our entire company is focused on the common goal of providing extraordinary customer service.

Dedicated Account Management and Support

The Interlocal Purchasing System (TIPS) is well served locally by Aamir Ashiqali, Ed.D., Account Services Manager. Aamir serves as the customer advocate and is the single point of operational and account contact for TIPS. Aamir will manage the overall customer relationship and is supported by a team of highly qualified and experienced engineers, project managers, and senior executive management resources. This team is augmented by ENA's comprehensive Customer Technical Assistance Center (CTAC) as well as our customer support personnel resources. Please see the **ENA Team** section below for additional information on ENA's account support.

The ENA Team

ENA employs highly qualified and technically skilled individuals who are dedicated to service support and superior performance in a number of disciplines. Each member of our team has extensive experience delivering high-quality services with excellence to our customers. The implementation of services described herein will require involvement of several ENA teams, including technical and non-technical groups. ENA assigns dedicated project management personnel resources to ensure each project is executed according to our commitments and your satisfaction. In addition, dedicated account management and support personnel are assigned to guarantee ongoing end-to-end service delivery implementation and coordination. **Our engineers also apply their extensive knowledge, skills, and experience in consulting with our customers to provide reliable services.**



ENA Engineers possess over 230 technical certifications covering our solution suite ensuring you are in knowledgeable hands with ENA.

Industry certifications include:

BROADBAND:	WIRELESS:	VOICE:	CLOUD:
Cisco	CWNP Brocade	Metaswitch	Apache Foundation PMCs
RedHat	CWNE Aerohive	Polycom	Apache Foundation Committers
Microsoft	Ruckus		Microsoft
CompTIA			
Fortinet			

Advanced Technical Certifications

The entire ENA team strives to delight each customer by providing superior customer service. From the initial installation through ongoing support needs, this team of professionals works hand-in-hand with our customers to provide the following services:

- ◆ **ENA Customer Technical Assistance Center (CTAC):** Our 24x7x365 single point of contact for all customer support issues.
- ◆ **Field Engineering Team:** Deployed throughout our service geography, assuring that ENA managed equipment is maintained even in the event of a failure.
- ◆ **Dedicated Account Services Manager (ASM):** Assigned to ensure customer satisfaction, identify and understand customer's specific needs, as well as manage his or her customer contracts. ASMs meet with customers on a regular basis and participate in the technology-planning process, as appropriate, to ensure current and future requirements are met.
- ◆ **Client Services Team:** Communicates regularly with customers, including seeking customer feedback on areas for improvement.
- ◆ **Finance Team:** Provides invoice and billing support and expertise.
- ◆ **Service Delivery Team:** Supports a systematic roll out of ENA solutions from purchase to implementation.
- ◆ **Technology and Innovation Team:** Manages ENA's overall technology architecture, current suite of products and services. Envisions and designs innovative new products and services.
- ◆ **Administrative Team:** Provides business strategy and leadership. Demonstrates a commitment to diversity and compliance with all local, state, and federal employment laws.

“

We switched to ENA as our main service provider about 2 years ago. The support from our sales person and their tech department has been amazing. They know who we are and make everything very personal. Even though we are a small district, we are treated just as if we were their largest customer. That goes a long way and I would highly recommend ENA to other customers.

Kristy Hovers, Technology Director,
Cartersville City Schools, Georgia

”

5. ISO 9001 Certification



ENA is ISO 9001 certified. ISO 9001, the world's most recognized quality management standard, provides a framework of eight globally recognized principles of quality management: customer focus, leadership, involvement of people, process approach to management, continual improvement, factual approach to decision making, and mutually beneficial supplier relationships. These are also known as the eight key principles of quality management.

The ISO 9001 certification assures customers that ENA employs a Quality Management System to continually monitor and manage excellence in execution across all areas of operations culminating in delivering outstanding service to our customers every day. As part of this certification, ENA remains focused on continuous process improvement to “raise the bar” against which we measure our service quality.

6. Invoicing

ENA considers delivery of a simple, easy to understand invoice that meets customer's needs to be integral to our customer-centric delivery model.

We will work to meet and exceed all your billing requirements for an efficient and successful invoicing process.

With ENA, you will have a single point of contact for all invoice management and billing requirements and a simple, easy to understand invoice.

Benefits of ENA's Billing Methodology



- ✓ Simplified billing
- ✓ Easy to understand
- ✓ Minimizes time and resources
- ✓ Single point of contact
- ✓ No hidden fees

7. Organizational Structure

ENA Services, LLC, a Delaware limited liability company, has been in business since 1996, successfully delivering services of the same type and scope as has been requested. ENA Services, LLC is a licensed telecommunications company and a wholly-owned subsidiary of Education Networks of America, Inc., a Delaware corporation. **ENA Services, LLC, is the respondent of record and should be the named vendor on potential contracts.** ENA Services, LLC's Federal Employer Tax Identification Number (FEIN) is: 62-1805864.

8. Financial Strength and Stability

ENA has the financial strength and capacity to perform the required services. We have a 23-year successful financial track record working with all our customers on long-term contracts, and we have served thousands of customers throughout the life of all contracts. Additionally, ENA has a surety bond facility with Travelers Casualty and Surety Company of America providing an additional level of financial security.

Copies of our audited financial statements are available on request.

9. Commitment to Diversity

ENA leverages the talents of minority, women, and veteran-owned businesses to help deliver our transformative and innovative solutions to the customers we serve. As an equal opportunity employer, ENA is committed to promoting diversity in all aspects of our business, and we have a strong corporate commitment to establishing and maintaining supplier diversity in support of minority, women, and veteran business enterprise program goals. ENA is a proud member of two of the largest minority and women (MWBE) supplier networks in the nation:

- ◆ National Minority Supplier Development Council Inc. (NMSDC)
- ◆ Women's Business Enterprise National Council (WBENC)

These networks connect us with thousands of MWBE organizations and provide resources and tools to further our commitment to engage a diverse network of suppliers. More information about ENA's robust and diverse supplier network can be found at <https://www.ena.com/company/commitment-to-diversity/>.

V. ENA Cloud Solutions Descriptions

1. ENA TrustCompute

Overview

ENA TrustCompute is an Infrastructure as a Service (IaaS) cloud computing solution designed specifically for education institutions and libraries. This flexible solution can be used to replace on-premises hardware or extend an on-premises data center to the cloud. Our comprehensive virtual private cloud (VPC) service simplifies day-to-day operations for busy IT administrators by providing a highly available, secure, and flexible computing platform from which they can create, manage, and network virtual machines. Advanced features like load balancing, open source application templates, and flexible VM configuration make ENA TrustCompute a powerful and cost-effective alternative to traditional data center environments.

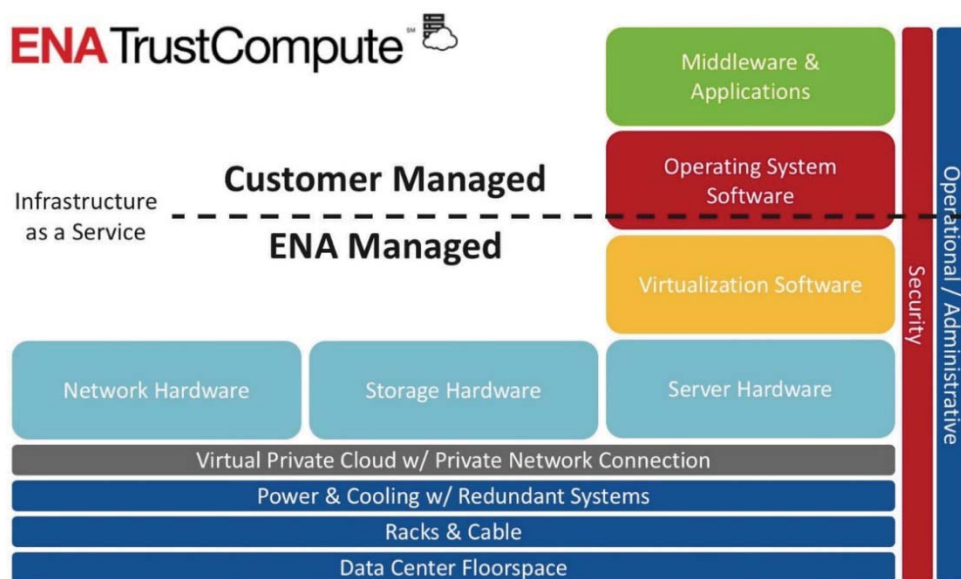
With simplified, inclusive packaging, and backed by ENA's proven engineering expertise and 24x7x365 live customer support team, ENA TrustCompute makes connecting to the cloud easy.

ENA TrustCompute Highlights

Hassle-free Computing

ENA TrustCompute provides customers with managed infrastructure and server virtualization, removing the burden of basic data center maintenance and eliminating the need for expensive virtualization software, support and maintenance, and administration.

Customers are provided a choice of Linux and Windows operating systems with licenses provided by ENA and included with their ENA TrustCompute package. Operating systems are provisioned upon VM creation. Following the provision, the customer is in complete control of and has sole access to their VM, operating system, and all of the systems and services it runs.



ENA TrustCompute Cloud Management Boundaries

Flexible Resource Bundles

ENA TrustCompute offers simple and flexible bundled resource allocations that enable customers to tailor storage, memory, CPU, and public IP addresses to fit their workload requirements. Customers can start with a packaged bundle of resources and incrementally add resources from any category as needed. ENA engineers will work with customers to assess and define their resource needs based on their data center strategy.

BUNDLE	Memory (GB)	Storage (TB)	Virtual CPU (Cores)
ENTRY LEVEL	40	1.5	16
SMALL	80	2.5	32
MEDIUM	160	5	64
LARGE	320	10	128
X-LARGE	640	20	256

ENA TrustCompute Base Package Bundles

Secure and Reliable

Built on ENA's private cloud, ENA TrustCompute is private, secure, and ready to run application workloads. ENA TrustCompute is hosted in commercial grade data center facilities designed to meet enterprise requirements for security and availability:

- ◆ Hardened facilities with multi-layered security and access control procedures
- ◆ Temperature and humidity controlled with a monitored building management system
- ◆ Redundant HVAC (N+1), redundant UPS, and generator backup
- ◆ Top of the line fire suppression system

ENA TrustCompute's VPC architecture ensures that each customer environment remains logically separate and private. ENA provides customers with a direct, managed private connection to their cloud. ENA Internet Access customers connect via ENA's Internet backbone while non-ENA Internet Access customers connect via a point-to-point encrypted Internet Protocol Security (IPsec) tunnel over the public Internet by way of a pre-configured gateway device that is provided and managed by ENA.

ENA TrustCompute is built atop enterprise hardware and configured with triple-disk redundancy to ensure resilient storage for the highest level of data availability.

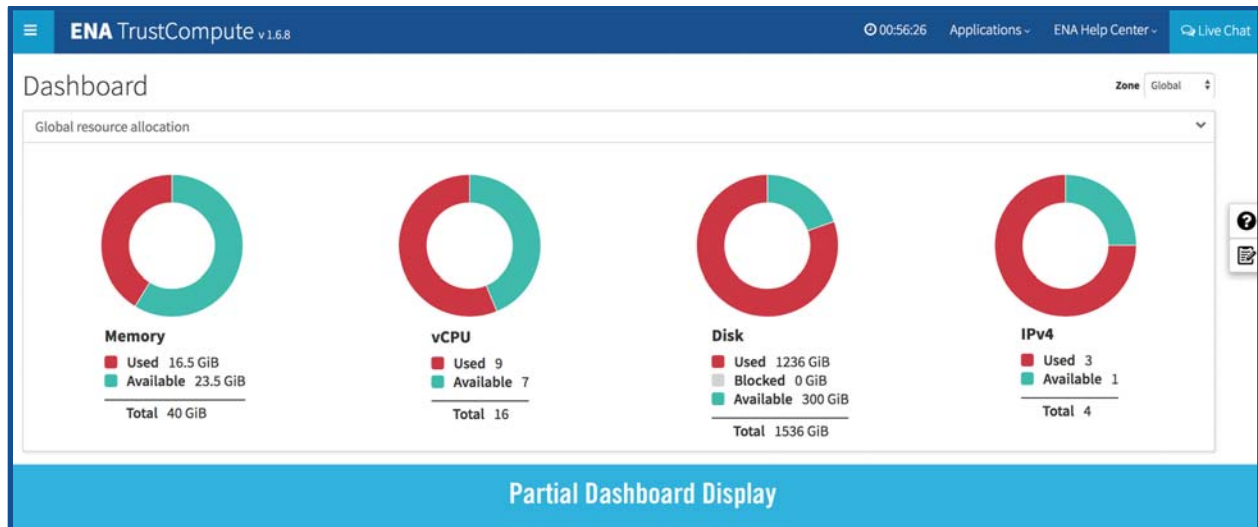
With zones in Nashville and Indianapolis, customers have a choice of VPC residency options that include either a single zone deployment or a multi-zone deployment that provides geo-diversity for regional disaster recovery.

Flexibility and Control

ENA engineers configure each customer's VPC to look and act like an extension of their network, enabling IT administrators to access and interact with their ENA TrustCompute VMs as if they were on-premises.

ENA TrustCompute's powerful yet intuitive interface puts IT administrators in control of their VMs, simplifying daily operations and providing the following features that help them efficiently manage their VM workloads:

- ◆ Flexible VM configuration that enables customers to size VMs exactly the way they want them
- ◆ Infinite scalability that provides customers with the capability to increase CPU, memory, and storage capacity incrementally when needed
- ◆ Advanced networking features that enable customers to control who has access to their systems and data
- ◆ Migration tooling that helps customers move VMs from their on-premises data center to their cloud



ENA TrustCompute Resource Dashboard








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Create new virtual machine

Simplified application deployment

Basic **Stack**

Select operating system

 CentOS
  FreeBSD
  Open Enterprise
  Oracle Linux
  SUSE Enterprise
  Ubuntu
  Windows Server

Versions

2008 R2 2012 R2 **2016 Std**

Configure hardware

Zone NSVLTN-01

Operating system Windows Server 2016 Std

System offering

Select memory and vCPU

Custom

Storage

Select capacity

Custom

VM name* NewVM

Enter OS disk capacity

50 GIB (Default)

Memory

24 GiB

vCPU

10

Enter disk capacity

100 GiB

Check info for naming restrictions.

	vCPU	Memory (GiB)	Disk (GiB)
Needed	10	24	50 + 100
Current use	11	22.5	1386
After creation	21	46.5	1536
Max allocation	16	40	1536

Partial Dashboard Display

Create New Virtual Machine with ENA TrustCompute

ENA TrustCompute v 1.6.8 00:56:26 Applications - ENA Help Center - Live Chat

Virtual machines

Zone NSVLTN-01

Overview **Performance**

Show by group OFF

Status All

Find virtual machine Search by name

New VM

All virtual machines

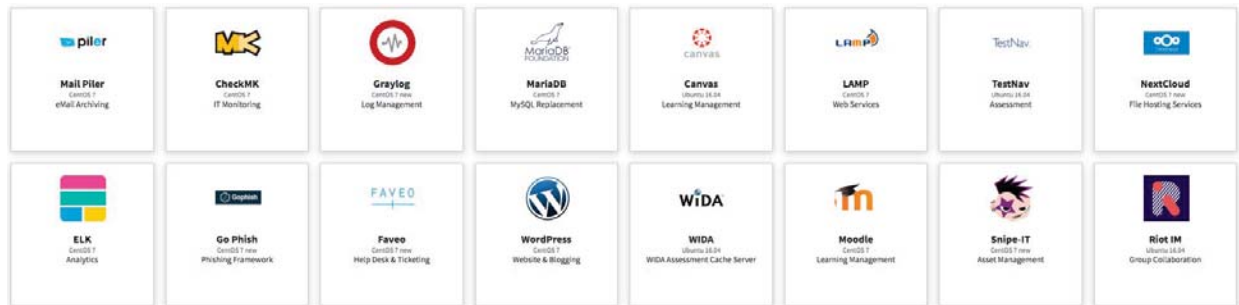
Type	OS	Name	Status	IP	CPU	Network read	Network write	Disk read	Disk write	IOPS
VM	Windows	simone	Powered on	172.16.64.243	2 0.06%	912.79 MB	3.17 MB	2.61 GB	3.53 GB	524.74 k
VM	CentOS	centos7test	Powered on	172.16.64.166	1 0%	4.01 GB	4.27 MB	867.65 MB	1.33 GB	105.57 k
VM	Windows	WinSvc04	Powered on	172.16.64.176	2 0.03%	6.78 GB	476.88 MB	3.73 GB	39.83 GB	2.64 M
VM	Windows	WinSvc03	Powered on	172.16.64.130	2 0.03%	9.72 GB	1.93 GB	9.1 GB	42.15 GB	3.69 M
VM	Windows	WinSvc02	Powered on	172.16.64.74	2 0.03%	10.76 GB	1.97 GB	22.94 GB	82.4 GB	4.58 M
VM	Windows	WinSvc01	Powered on	172.16.64.237	2 0.03%	14.64 GB	57.38 GB	72.58 GB	255.26 GB	7.81 M

Showing 1 to 6 of 6 rows 10 records per page

Manage Virtual Machines with ENA TrustCompute

Save Time and Money with Pre-Configured Stacks

ENA TrustCompute offers a growing selection of pre-configured VM stacks, providing customers with the ability to deploy common services and open source applications with a few clicks of a mouse. By including templated, open source alternatives to licensed software, ENA TrustCompute's stacks feature can save IT organizations both time and money while giving them easy access to useful technologies.



Selection of ENA TrustCompute Pre-Configured Stacks

Inclusive Packaging

ENA has uniquely packaged ENA TrustCompute to make cloud computing more consumable for the education and library communities. ENA's cloud engineering expertise ensures a complete, well-architected, secure cloud solution that customers don't have to try to piece together themselves from a cloud service catalog. With ENA TrustCompute's inclusive packaging and flat-rate billing, customers are assured a predictable monthly invoice with no unexpected charges.

Each ENA TrustCompute customer receives:

- ◆ A secure VPC with a private network connection that is configured and managed by ENA
- ◆ Memory, CPU, storage, and public IP allocation commiserate with their selected package size
- ◆ Web-based interface with VM creation and management features
- ◆ Advanced features such as load balancing and disk volume snapshot
- ◆ Choice of operating systems that include Windows Server operating system (OS) licenses
- ◆ Selection of pre-configured VMs for common application stacks which includes open source alternatives to licensed commercial databases and email archiving software
- ◆ Direct access to the public internet with no additional charge for ingress or egress network traffic, making ENA TrustCompute the perfect platform to host Internet-facing workloads

ENA TrustCompute Service Commitment

While striving to attain a Service Level Objective of 100%, ENA guarantees that a customer's VPC is available at least 99.9% of the time during any monthly billing cycle.

2. ENA TrustBackup

Overview

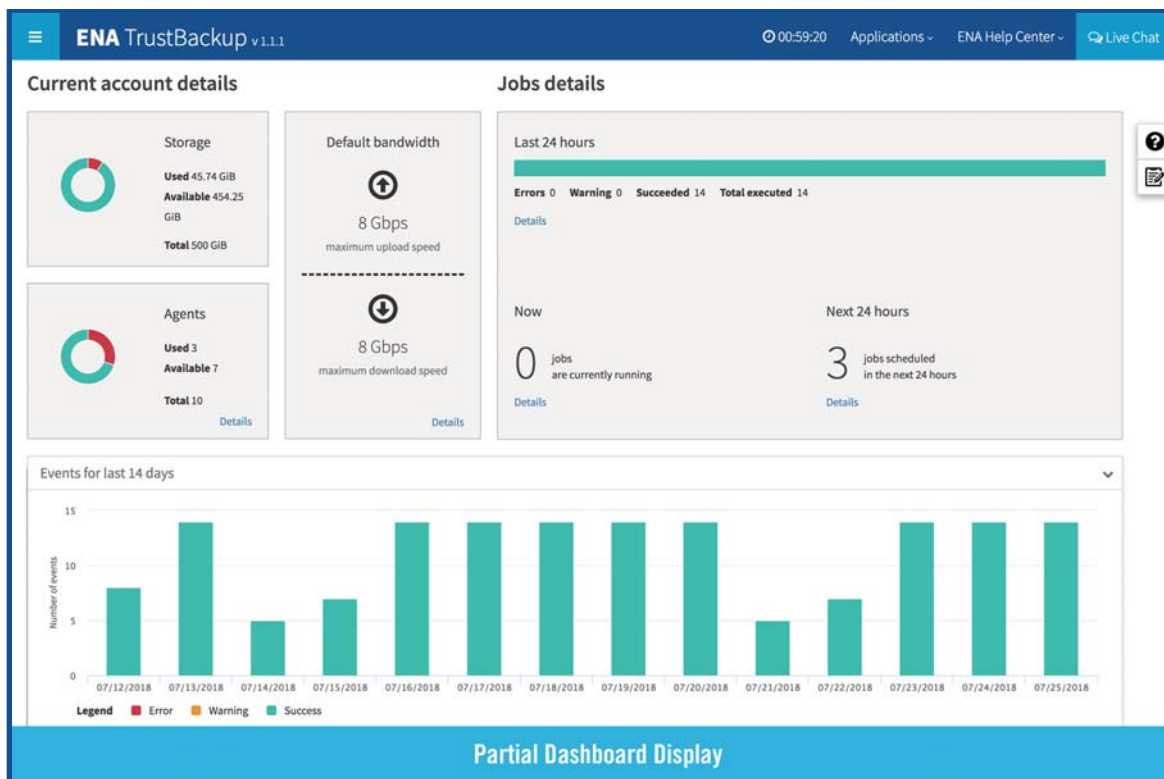
ENA TrustBackup is a file-level Backup as a Service (BaaS) solution that provides customers with cost-effective protection against the threat of data loss resulting from operational mishaps or malicious cyber threats. With our seamlessly integrated backup storage repository, customer's data backups stay safe and accessible in ENA's cloud.

Backup Methodology

Combining the best of all backup methodologies, ENA TrustBackup uses a “forever forward” approach to data backup. After the initial backup is performed, ENA TrustBackup efficiently backs up changed data only. Data collected from each backup run is merged into the original data register. This approach ensures that each restore point contains all the files and folders of a full backup and gives users the option to restore all data, select folders, or even a single data file.

ENA TrustBackup Feature Highlights

- ◆ Flexible administrative interface for creating and managing backup jobs, schedules, backup retention, and data restore activities
- ◆ Backup set feature that enables users to set backup parameters for multiple devices at a time
- ◆ Throttle capability that allows users to control and manage bandwidth usage
- ◆ Data compression and deduplication



ENA TrustBackup Web Interface

Security and Reliability

ENA TrustBackup protects your backup data so it remains private, secure, and available when you need it.

- ◆ **Data encryption at the source:** Advanced Encryption Standard (AES) — 256-bit data encryption ensures backup data stays private in transit and at rest.
- ◆ **Resilient, highly available storage:** Triple disk redundancy with built-in protection against data corruption to ensure data availability
- ◆ **Secure offsite backup repository:** ENA TrustBackup is hosted in commercial-grade data center facilities built to meet enterprise requirements for security and availability
 - ◇ Hardened facilities with multi-layered security and access control procedures
 - ◇ Temperature and humidity controlled with a monitored building management system
 - ◇ Redundant HVAC (N+1), redundant UPS, and generator backup
 - ◇ Top of the line fire suppression system

ENA TrustBackup Service Commitment

While striving to attain a Service Level Objective of 100%, ENA guarantees that customer's backup data is available at least 99.9% of the time during any monthly billing cycle.

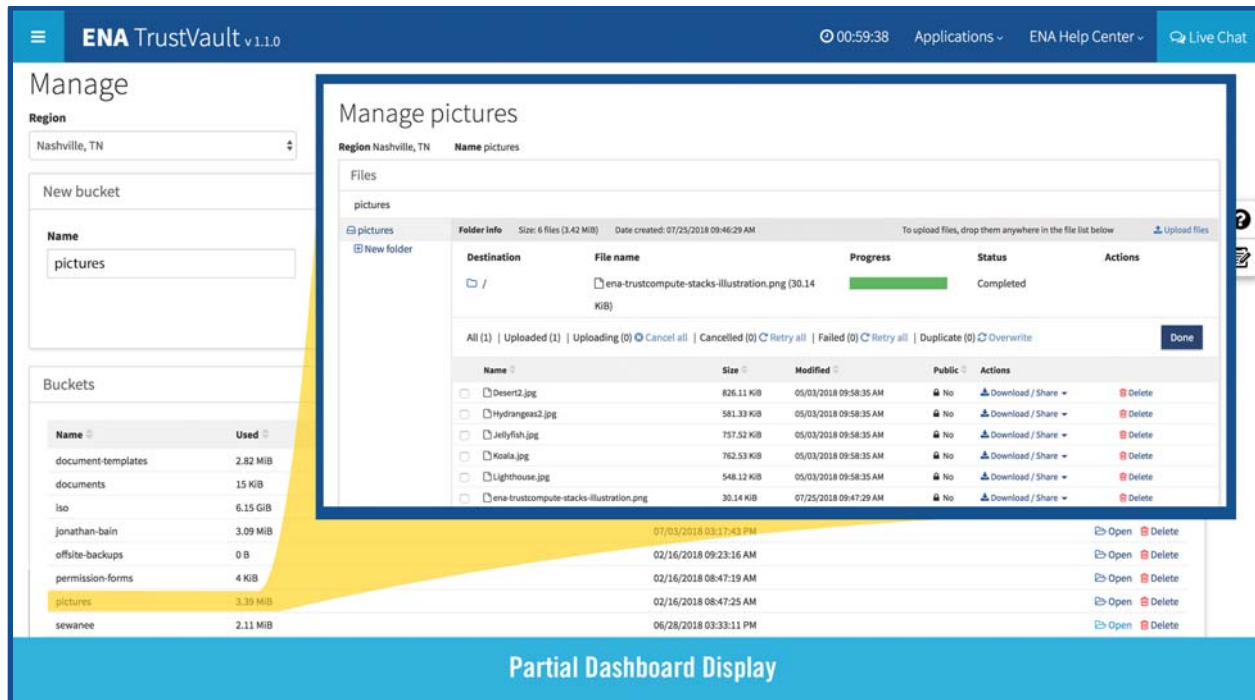
3. ENA TrustVault

Overview

ENA TrustVault is object Storage-as-a-Service that leverages an industry standard, S3-compliant application program interface (API) for data access and management to provide customers with versatile, secure storage for a variety of use cases including offsite backups and data archive, content hosting, and static websites. With our inclusive packaging and simplified monthly invoicing, ENA TrustVault is one of the most cost-effective storage options on the market.

ENA TrustVault Feature Highlights

- ◆ Leverages an S3 compatible API for remote data access and management
- ◆ Web-based interface that enables customers to work with data online
- ◆ File upload drag and drop functionality
- ◆ File sharing capability with expiration options
- ◆ Flat-rate billing with no additional charge for ingress/egress traffic, data requests, or early data deletion
- ◆ Compatible with S3 clients and other S3-enabled software



Partial Dashboard Display

ENA TrustVault Web Interface

Security and Reliability

With features that enable IT organizations to meet their security and data availability objectives, customers can use ENA TrustVault with confidence and peace of mind.

- ◆ **Key management:** ENA TrustVault dynamically assigns unique access and secret keys for each user
- ◆ **Public files are flagged:** ENA TrustVault automatically flags files when permissions have been changed to “public”
- ◆ **Expiring URL links:** Enforced expiration for file shares via URL
- ◆ **Encryption enabled:** Compatible with server-side encryption (SSE) with customer-provided keys
- ◆ **Resilient, highly available storage:** Triple disk redundancy with built-in protection against data corruption to ensure data availability
- ◆ **Hosted in ENA’s secure private cloud:** ENA TrustCompute is hosted in commercial grade data center facilities built to meet enterprise requirements for security and availability.
 - ◇ Hardened facilities with multi-layered security and access control procedures
 - ◇ Temperature and humidity controlled with a monitored building management system
 - ◇ Redundant HVAC (N+1), redundant UPS, and generator backup
 - ◇ Top of the line fire suppression system

ENA TrustVault Service Commitment

While striving to attain a Service Level Objective of 100%, ENA guarantees that customer’s data is available at least 99.9% of the time during any monthly billing cycle.

VI. Service Support Commitment

ENA delivers the full value of an enhanced service approach through our comprehensive ENA customer support model described in this section. By utilizing an advanced ticketing system and industry best practice frameworks, ENA offers a seamless support structure across the entire organization to deliver superior customer support. ENA's support model demonstrates strong customer focus and continuous process improvement to expand the overall value of the services provided. ENA is solely accountable for the entire array of solutions we provide to you, and your 100% satisfaction and delight with our products, services, and service delivery is our goal.

1. The ENA Customer Technical Assistance Center

ENA CTAC

Since 1998, ENA's U.S.-based, Customer Technical Assistance Center (CTAC) has operated as the single point of contact for customers to receive professional, exceptional support for all ENA service needs. We accomplish this by combining a comprehensive service and support center with an enhanced network operations center. Providing a 24x7x365 coverage model, the CTAC team can be reached toll-free at 888-612-2880 or via email at support@ena.com, as well as through our always accessible, online ticketing system at <http://my.ena.com>. The CTAC team is also available via our optional live chat customer support tool located on the myENA web portal, at <https://www.ena.com/myena>, Monday through Friday, from 8:00 AM to 5:00 PM Central Time.

Experienced and Certified Personnel for Superior Customer Service

ENA invests in the ongoing professional development of our support staff, with a dual emphasis on technology skills and industry-recognized customer service process expertise. In addition to the focus on customer service processes, ENA's CTAC customer support engineers (CSEs) are encouraged to pursue industry-recognized network, voice, cloud, security, and Wi-Fi technical certifications as well as many vendor-specific certifications. Having these additional certifications in our support center verifies the team's ability to troubleshoot and support our full suite of services. Moreover, because of the experience and expertise of our CTAC CSEs, the majority of incidents are resolved quickly and without escalation—providing rapid resolution and better service to our customers. ENA continues to invest in the development of broader and deeper technical skills for our CSEs as a standard ongoing management practice.

ENA utilizes Information Technology Service Management (ITSM) principals to enhance the comprehensive customer support model. Utilizing both an ITSM-based ticketing system and ongoing training of individual engineers, ENA embraces the methodologies of the Information Technology Infrastructure Library (ITIL) and its focus on continuous improvement.

As a result of this advanced training, the CTAC resolves ninety-four percent of reported incidents and requests on the first contact. While many other organizations staff their front-line team with clerical and/or referral support, the CTAC's mission is to provide complete, engineering-level support and proactive monitoring for all ENA services. When calls or chat messages are received, CSEs



are trained to be inquisitive by asking the right questions that drive to resolve the customer's need. Once the need is identified, ENA CSEs utilize proven processes and full access to production-level systems to complete customer requests virtually on the spot.

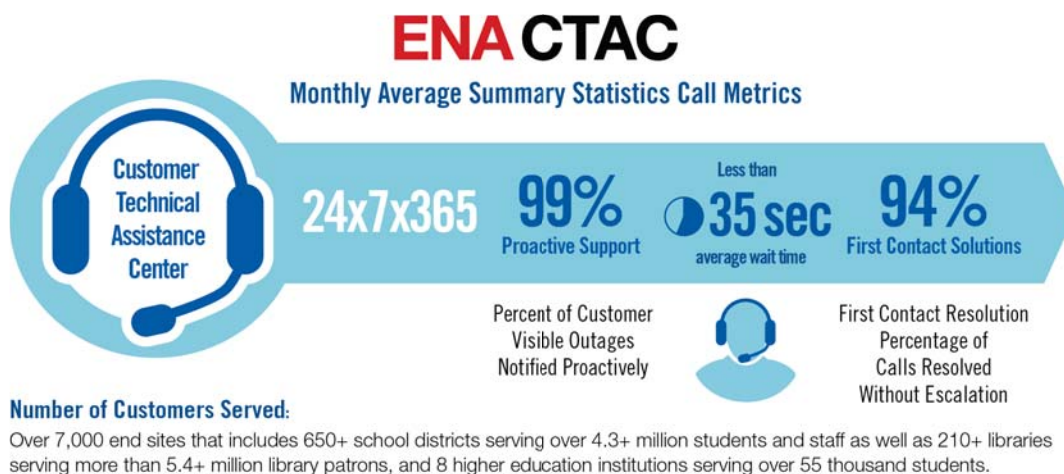
As processes or customers require a higher-level of expertise, the CTAC collaborates with ENA's experienced and highly-valued specialized design engineers or our field operations to seamlessly transition a customer to the right resources. The field operations or specialized engineering teams ensure the customer is kept informed while providing support specialization. Throughout the process, the CTAC continues to be available and engaged to ensure current and future support requests are addressed.

Customer documentation and internal communication are paramount to providing consistent support across the organization. ENA's Service Desk customer relationship management (CRM) system and wiki tools allow the support teams to stay in front of incidents and work towards swift problem resolution. Equally as important, these tools generate the key data elements that are necessary to both meet reporting requirements and to create a feedback loop that allows for continuous improvement.

Key Performance Metrics

ENA's CTAC Management team consistently seeks to improve customer service by monitoring processes and key performance metrics captured by our systems. Statistics, such as the average speed to answer an inbound call, number of communications (e.g. calls, emails) answered, and overall time for ticket resolution, are important metrics to measure and evaluate team effectiveness. In addition, the Director of Customer Support ensures cross-departmental procedures for timely involvement of additional required resources are followed and effective. Our internal systems, processes, and skill development efforts are focused on continuously improving our key performance results to ensure our customers receive maximum value from our services and support.

In the following illustration, you will find summary statistics regarding a sampling of our average monthly CTAC metrics. This information demonstrates our focus on highly-responsive incident and request handling, and first-point-of-contact resolution.



Average CTAC Call Metrics

24x7x365 Proactive Monitoring

ENA has deployed a 24x7x365 monitoring platform that ensures uptime is optimized and ENA is engaged at the first sign of trouble. Ninety-nine percent of the time or better, ENA identifies a service interruption and contacts our customers before they engage ENA. We are able to achieve this level of advance notification because of proactive trouble detection by our monitoring system.



ENA's monitoring platform is designed to ensure all components of our broadband, Wi-Fi/LAN, communications platform cloud platform, and security solutions are continually monitored for availability, functionality, and health. Our CTAC and on-call engineering teams are immediately notified of any event that impacts a customer's ability to utilize their service. Monitoring for each service is performed through a variety of standard monitoring methods. ENA proactively monitors everything ENA deploys from the devices inside your location, to the multitude of routers and servers in our hardened datacenter facilities. In the event of a critical incident or substantial outage, ENA will provide updates and status reports at defined intervals to the assigned customer's administrator. Additionally, ENA can provide the customer with root cause analysis, on request, of any outages or other issues that affect our service.

Beyond monitoring the networks and services we manage for our customers, ENA also participates with a number of organizations that monitor the overall health of the global Internet. Our network backbone is tailored specifically so that our customers will not experience problems due to issues with any one upstream provider or peer. If a problem propagates among several providers, or if any issue occurs that might impact a service, we immediately notify all appropriate personnel. We also work regularly with all our customers to identify security vulnerabilities, virus outbreaks, and other issues that might affect either their local LAN or the overall health of their network.

Focus on Customer Satisfaction

ENA conducts transaction-based customer satisfaction surveys. Any survey containing a less than satisfactory response and/or includes comment is routed to our CTAC management. The CTAC management team then engages the customer to inquire further about the support interaction and confirm we understand what area or process needs improvement. Resulting from that discussion, actions are taken to improve service support and we subsequently follow up with the customer to close the loop on procedure or process changes. ENA finds these discussions invaluable to the ongoing service support improvement process.

2. Seamless and Responsive Service and Escalation Procedures

Fundamental to the overall ENA support model is ENA's ownership and accountability to satisfy the customer's need. Everyone on the ENA support team adheres to the principles of rapid response and continual communication to ensure our customers are always informed regarding progress of their request or incident. ENA management monitors internal support process flows and resources to provide the necessary support and oversight to ensure timely, professional, and comprehensive service for every customer need. While the CTAC is the main focal point for all ongoing support, sometimes an escalation requires either specialized design engineers or management.

Ongoing Customer Support Process and Escalations

Customer support typically begins with the CTAC. The following section outlines the support process flow designed to ensure our customer needs are fully addressed.

- ◆ When you contact the CTAC for assistance, a CSE will do the following:
 - ◇ Obtain and document information related to your organization and site. The CSE will create a unique ticket specifically to your need and classify it appropriately. You will automatically receive an email with the ticket number for future reference. This detailed documentation within the service desk ticket tracks the customer's need and current actions. Throughout the process, ENA commits full support resources to provide timely and responsive resolution as described below.
 - ◇ Ask questions to assess your needs and access the devices used to deploy your service to determine if the issue(s) can be resolved immediately or if it will require additional research.
 - ◇ If additional research is required, the CTAC will continuously follow up with you throughout the duration of the investigation process.
 - ◇ In the event a customer need requires on-the-spot, in-depth technical experience, the CTAC engages a Tech/Ops Engineer. The Tech/Ops Engineers have design engineer knowledge of a customer's deployed ENA services. These experts will partner with Level 2 support resources as needed to assist or provide a resolution remotely without having to escalate.
- ◆ Local ENA field engineers are dispatched to address any on-site problem isolation and repair requirements of any on-site ENA equipment.
 - ◇ ENA's highly-trained, customer-focused field engineers and resources are geographically dispersed, assuring we maintain prompt on-site support and retain service reliability within the committed response times. ENA field engineers pass all customer, municipal, and state screening requirements for work on school or other public premises.
 - ◇ Our field engineers directly inventory ENA-owned equipment and carry necessary spare parts to directly fix a service during a dispatch, further reducing the time to resolve any service interruption. **ENA's spare parts policy for ENA-provided equipment is to keep, at minimum, five percent of the total number of deployed network devices and associated modules available to ENA personnel at all times, to be used to repair or replace equipment in the field.**
 - ◇ ENA's field engineer who is coming on-site will work directly with you to schedule their on-site visit. You will be kept up to date on their status until they arrive.
- ◆ ENA's specialized design engineers are considered our Level 2 support. In the case where a ticket cannot be resolved by the CTAC or field operations, the teams will escalate the ticket to this group.
 - ◇ ENA engineers are involved in the design, adaptation, and deployment of the technology solution that meets individual customer requirements. Because of their engaged involvement from the beginning of the solution design, ENA engineers are intimately familiar with each customer's environment.
 - ◇ The design engineers will work directly with the customer to identify a permanent solution or temporary work around. Throughout the duration of the ticket, each attempt to notify the customer will be recorded.





- ◆ Should the problem be beyond the scope of the specialized engineer's capabilities or our external source vendor's initial levels of support, the problem ticket will be assigned to the Level 3 team. The Level 3 team will notify the customer of the status and keep them informed until resolved.
- ◆ ENA will use both on-site or remote access to determine if we have resolved the reported need. Once we complete this validation and the ticket is resolved, you will be automatically notified by email of the details.
- ◆ Before ENA closes the ticket, we will contact you to validate the resolution.

These support policies and commitments have proven to ensure the highest levels of reliability and service satisfaction for our customers. While the majority of our support flows through this process, a customer always has the ability to escalate their need at any time through our transparent support escalation process.

Incident/Request Priority Level Descriptions

ENA's record of quickly and satisfactorily achieving service restoration and problem resolution through consistent procedures and contact processes have enabled us to earn the trust of our customers. We understand that any loss of service can greatly impact the end user, and our escalation priority levels and procedures are designed to ensure impact durations are kept as short as possible. This is a result of our keen focus on customer service and the superior talent, experience, and commitment of our team combined with our technical approach.





Each incident or request is addressed according to its Standard Priority Level designation, which is a function of the severity of impact to your operations and the urgency to restore service. The chart below describes the priority levels.

PRIORITY LEVEL	Description	Impact	Resolution Response
 PRIORITY 1 CRITICAL INCIDENT	Critical Impact to services. ENA and customer will commit substantial resources around the clock to resolve the situation	Service failure affects all sites within customer footprint. All users unable to utilize the service.	<ul style="list-style-type: none"> • CTAC Managers have immediate response • Director of Customer Support after 15 minutes • Vice President (VP) of Operations after 1 hour • CEO after 2 hours
 PRIORITY 2 MAJOR INCIDENT	ENA service to customer is severely degraded, significant impact to customer business operation, and/or service is limited to a significant group of users	Unable to access the majority of the service consistently. Multiple sites affected.	<ul style="list-style-type: none"> • CTAC Managers have immediate response • Director of Customer Support after 1 hour • VP of Operations after 2 hours • Customer Support Director and VP of Operations escalate to Critical after 8 hours
 PRIORITY 3 MINOR INCIDENT	Service degraded but available, functionality impaired, business operations are not impacted	Single feature unavailable but full service is still available. Single site affected.	<ul style="list-style-type: none"> • Customer Support Engineers have immediate response • CTAC Managers after 1 hour • Director of Customer Support after 2 hours • After 12 hours, escalate to Major: Notify VP of Operations
 PRIORITY 4 REQUEST	Customer requests information or assistance regarding one or more ENA services. Customer need for move, add, change, deletion, or another modification to service.	General requests. No impact.	All requests are reviewed by the CTAC team and are escalated based upon the urgency of the customer request. Move/Add/Change/Delete actions are included within request handling and are escalated upon the urgency of the customer's need for the service change.

Incident/Request Priority Level Definitions

Escalation Matrix





We developed an effective and efficient escalation system based on and customized for the needs of our end users. The following chart outlines the ENA escalation protocol based on incident priority. This protocol ensures the right level of visibility and resource commitment for each incident so that service is restored in the shortest timeframe possible in the event of a service-impacting incident.

PRIORITY LEVEL	IMMEDIATE	15 Minutes	1 Hour	2 Hours	8 Hours	12 Hours
 PRIORITY 1 CRITICAL INCIDENT	CTAC Managers	Director of Customer Support	VP of Operations	CEO	-	-
 PRIORITY 2 MAJOR INCIDENT	CTAC Managers	CTAC Managers	Director of Customer Support	VP of Operations	Customer Support Director & VP of Operations; Escalate to Critical	-
 PRIORITY 3 MINOR INCIDENT	Customer Support Engineers	Customer Support Engineers	CTAC Managers	Director of Customer Support	Director of Customer Support	Escalated to Major; Notify VP of Operations
 PRIORITY 4 REQUEST	CTAC	All requests are reviewed by the CTAC team and are escalated based upon the urgency of the customer request. Move/Add/Change/Delete actions are included within request handling and are escalated upon the urgency of the customer's need for the service change.				

Incident Escalation Matrix

Management Engagement

ENA believes in a transparent support model. Management escalation within ENA occurs according to prescribed timetables driven by incident priority. However, we believe that our customers always have the right to intercede in the process if, for any reason, they believe an issue is not receiving adequate attention or appropriate remediation. Should this situation occur, customers may contact the CTAC or anyone listed in the Customer Service Escalation Path chart below to request escalation. Our ENA SmartVoice Go Mobile app connects our support supervisor's office numbers directly to their mobile phones allowing you to contact them seamlessly.

Customer Service Escalation Path			
	ENA CTAC Orlando Martin, CTAC Manager Chris Newgaard, CTAC Manager Quinton Dorris, CTAC Manager	support@ena.com omartin@ena.com cnewgaard@ena.com gdorris@ena.com	(888) 612-2880 (615) 312 6122 (615) 312-6085 (615) 312-6235
	Dana Briggs, Director of Customer Support	dbriggs@ena.com	(615) 312-6025
	Matthew Turner, VP Operations	mturner@ena.com	(615) 312-6042
	David Pierce, CEO	dpierce@ena.com	(615) 312-6009

Customer Service Escalation Path

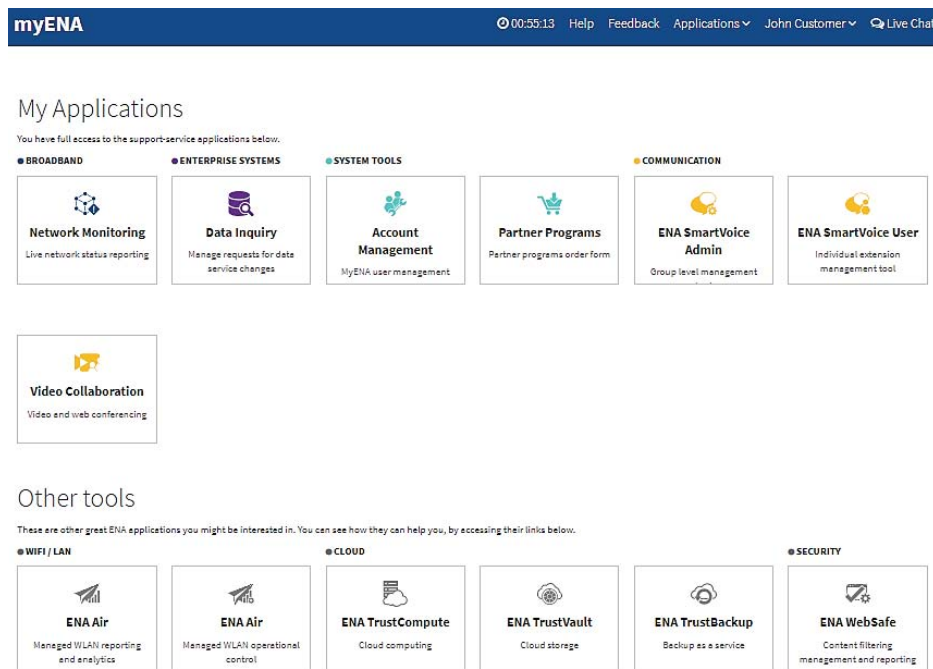
ENA Change Management and Notification of Service Interruption

Utilizing key pieces of the ITIL change management framework, ENA developed a customer-focused change management and risk assessment process that ensures accurate records and proactive, timely communication for all future service enhancements. Through the ENA change management process, customer support engineers classify change severity as low, medium, high, critical, or emergency. Based on the risk assessment, ENA generates a change ticket and ensures proper approvals are received both inside ENA and with our customers.

ENA strives to notify all potentially affected customers of any planned service interruption at least 48 hours, and preferably 72 hours, in advance of the start time of that interruption. Our standard maintenance windows are Tuesdays and Thursdays from 11:00 PM to 5:00 AM local time. ENA is willing to create different maintenance windows, if desired. ENA will work with customers in advance of any scheduled maintenance to ensure our standard maintenance window does not adversely affect planned work at any location on any night we schedule maintenance.

3. Service and Support Applications

ENA takes pride in our ability to deliver seamless end-to-end managed Infrastructure as a Service solutions while simultaneously allowing our customers as much insight into the details of their service activity as we can provide. ENA developed a sophisticated suite of web-based service and support applications including ticketing and service reporting, network monitoring and bandwidth utilization, call quality monitoring, account and service management, a live customer chat tool, and analytics and reporting. With the my.ENA portal (<https://www.ena.com/myena>), customers receive easy access to high-quality service and support applications and a 24x7x365 view of the status of their service and what is being done to correct any current incidents.



The screenshot displays the my.ENA Portal interface. At the top, a dark blue header bar contains the my.ENA logo, a clock showing 00:55:13, and links for Help, Feedback, Applications, John Customer, and Live Chat. Below the header, the 'My Applications' section is titled, followed by a sub-header: 'You have full access to the support-service applications below.' The applications are organized into categories: BROADBAND, ENTERPRISE SYSTEMS, SYSTEM TOOLS, and COMMUNICATION. Each category contains one or more application tiles with icons, titles, and brief descriptions. For example, under BROADBAND, there is a 'Network Monitoring' tile for live network status reporting. Under ENTERPRISE SYSTEMS, there is a 'Data Inquiry' tile for managing requests for data service changes. Under SYSTEM TOOLS, there is an 'Account Management' tile for My.ENA user management. Under COMMUNICATION, there are tiles for 'Partner Programs' (order form), 'ENA SmartVoice Admin' (group level management), and 'ENA SmartVoice User' (individual extension management tool). Below these, there is a 'Video Collaboration' tile for video and web conferencing. The 'Other tools' section follows, with a sub-header: 'These are other great ENA applications you might be interested in. You can see how they can help you, by accessing their links below.' This section includes categories like WIFI / LAN, CLOUD, and SECURITY, each with multiple application tiles. For instance, under CLOUD, there are tiles for 'ENA TrustCompute' (cloud computing), 'ENA TrustVault' (cloud storage), and 'ENA TrustBackup' (backup as a service). Under SECURITY, there is a tile for 'ENA WebSafe' (content filtering management and reporting).

my.ENA Portal

ENA Ticket Tracker

ENA Ticket Tracker allows authorized administrators to create, view, and update support tickets online by collaborating directly with the engineer assigned to the ticket. You can review the status of the reported service, including the documentation and assignment of the ticket, within Ticket Tracker. Information is presented in an easy-to-read format, allowing you to stay up-to-date on the current status of your documented need.

4. Comprehensive Training

ENA provides comprehensive help documentation, user guides, tutorials, and help videos for all our solutions and services at help.ena.com.