

TIPS VENDOR AGREEMENT

Between

Red River Solutions, LLC

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.
-

Page 13 of 13 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

RFP 190103 Web and Cloud Computing Services

Company Name Red River Solutions, LLC
Address 2021 E 5th St. Suite 110
City Austin State TX Zip 78702
Phone 571-353-6332 Fax 603-448-8844
Email of Authorized Representative george.shalhoub@redriver.com
Name of Authorized Representative George Shalhoub
Title Director of Contracts Administration
Signature of Authorized Representative 
Date 3/6/2019
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature 
Approved by ESC Region 8 
Date 4/25/19

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 Red River Solutions, LLC.
 Address 21 Water St., Suite 500
 Claremont, NH 03743

Contact
 Department
 Building
 Floor/Room
 Telephone (603) 448-8880
 Fax
 Email
 Submitted 3/14/2019 02:15:13 PM (CT)
 Total \$0.00

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

Signature George Shalhoub

Email george.shalhoub@redriver.com

Supplier Notes

If you have any questions or need clarifications please feel free to reach out to me.
 John Loughlin
 Capture Manager
 312-485-4162

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.)

Established in 1995, Red River has 23 years of experience providing IT products and related services and has become one of the most respected technology transformation firms in the country. Our focus is—and has always been—in the data center realm, providing solutions for Cloud, Networking and Data Communications, Data Storage, Equipment and Related Services such as those required in the solicitation. Since our start-up in 1995, we grew from a single office in Hanover, NH, relocated to Claremont, NH, and now have offices in Austin, TX, Reston, VA, Sacramento, CA, Rochester, NY, and Boston, MA. With resources geographically dispersed across the Nation, we can easily support State, Local, Higher Education, Public Sector, and Commercial customers across the globe.

Over the years, we have evolved our IT capabilities, commitment to quality and customer satisfaction, Original Equipment Manufacturer (OEM) relationships, and demonstrated proven expertise in providing cutting-edge solutions. We design solutions as a trusted advisor to our customers, working together to solve their IT challenges, as we help them optimize available assets and make meaningful IT investments that align with their strategic goals. Red River earned its reputation as a leading technology integrator by delivering best-in-class security, network, and cloud solutions to educational institutions, military, intelligence, and civilian agencies and the companies that serve them.

With five established Hubs of Excellence across the country, we are all connected and allowing our customers to interact with new solutions, explore leading technologies, and discover the art of the possible. Key solution areas include Cloud, Data Center, Network Infrastructure, Storage and Mobility. We provide Secure Supply Chain Management along with Professional, Managed, and Support Services to maximize technology investments. With more than 300 employees across 30 states and five Hubs of Excellence, customers such as TX TIPS customers can go onsite and see live demonstrations of IT solutions.

Over the past 5 years, Red River

has steadily increased annual revenues, expanded its geographic footprint, headcount and customer base, earned multiple OEM awards, and has overseen a strategic yet substantial expansion of its contract portfolio, which is valued at more than \$125 billion. We excel in modernizing infrastructure for government agencies, particularly in the cloud computing and cloud services arenas, and have an advanced Managed Services practice to ensure customers such as TX TIPS get the most from their technology investments. Certified experts from our 24x7x365 Network Operations Center (NOC) provide network, server, and application monitoring services and react quickly and troubleshoot effectively.

We recently achieved SOC 2 Type 1 Certification, ensuring the highest levels of security and availability to its enterprise customers. Demonstrating our commitment to customer focus and providing quality products and services, we maintain ISO 9001:2015 certification, which is a significant accomplishment and a direct result of our commitment to our customers and the highest quality standards across our entire organization. We have an end-to-end ISO-certified secure supply chain, in which our distribution partners and our direct OEM suppliers are also ISO certified.

6	Primary Contact Name	Primary Contact Name	John Loughlin
7	Primary Contact Title	Primary Contact Title	Capture Manager
8	Primary Contact Email	Primary Contact Email	john.loughlin@redriver.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	312-485-4162
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6034488844
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5129637778
12	Secondary Contact Name	Secondary Contact Name	George Shalhoub
13	Secondary Contact Title	Secondary Contact Title	Director of Contracts
14	Secondary Contact Email	Secondary Contact Email	george.shalhoub@redriver.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5713536332
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	6034488844

17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5713536332
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	George Shalhoub
19	Admin Fee Contact Email	Admin Fee Contact Email	george.shalhoub@redriver.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5713536332
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Eric Hardy
22	Purchase Order Contact Email	Purchase Order Contact Email	eric.hardy@redriver.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5129637778
24	Company Website	Company Website (Format - www.company.com)	www.redriver.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	02-0483341
26	Primary Address	Primary Address	21 Water St., Suite 500
27	Primary Address City	Primary Address City	Claremont
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	New Hampshire
29	Primary Address Zip	Primary Address Zip	03743

30 Search Words:

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

VMware, Cloud Migration, Cloud Storage, Cloud Monitoring, vRealize N&S Cloud, NSX, and Cloud Foundation, vCloud, Workspace One, Airwatch, vSphere with Operations Management (VSOM), Virtual Infrastructure Management, vCloud Director, vCenter, vSphere, Trust Point, Horizon Cloud, Monitoring and Alerting, Dashboards and Visualizations, Reporting, Metrics, Machine Learning Toolkit, Splunk, ServiceNow, Cloud Management ITOM Orchestration, Azure, IBM Cloud, AWS, Docker, Cloud Monitoring Tools & Management, ScienceLogic, data migration, orchestration, Rubric, Riverbed, Xirrus - Wireless, Steel Head, Steel Fusion, Steel Central, & Steel Connect, Red Hat Cloud Suite, Cloudforms, Openstack Platform, Openshift, Virtualization, and Satellite, Pure Storage Cloud Products, Private Cloud, Cloud Block Store, Cloud Data Protection, Cloud Data Services, Palo Alto Cloud Security Products, Cloud Monitoring and Compliance, SaaS Applications Protection (CASB), Host-Based Workload Protection, Inline Cloud Security – VM-Series, Cloud-Delivered Security, Nutanix Cloud Services, Xi Beam, Xi Epoch, Xi Frame, Xi IoT, Xi Leap, Cloud Volumes Service for AWS, Data Services Cloud Sync, Cloud Secure, Cloud Controls, Kubernetes Service, Cloud Analytics, Cloud Insights, NetApp, Microsoft Azure Cloud Computing Platform and Services, Ixia, Cloud Migration, Cloud Security and Cloud Performance, Google, Oracle, Fortinet, F5 Networks, Cloud Application Services, BIG-IP Cloud, Docker, operating-system-level virtualization, containerization, Cisco, Viptela, Meraki, email security, cloud content filtering, WebEx, UC, Unified Communications, CloudCheckr, AWS, Elastic Compute Cloud, EC2, Simple Storage Service, GovCloud, Relational Database Services, RedShift, App Dynamics, Cloud Maintenance

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:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(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?	Claremont
34	Company Residence (State)	Vendor's principal place of business is in the state of?	New Hampshire
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>	2%
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.	8

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?	<p>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:</p> <p>Copy and Paste the following link into a new browser or tab:</p> <p>https://www.tips-usa.com/assets/documents/docs/CIQ.pdf</p> <p>There is an optional upload for this form provided if you have a conflict and must file the form.</p>	No
45	Filing of Form CIQ	If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?	
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, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. 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 NOT 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.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Texas Higher Education Coordinating Board - Cloud Hosting of 60X30TX Website	Zhenzhen Sun CIO, Information Solutions & Services	Zhenzhen.Sun@theccb.state.tx.us	(512) 427-6305
Texas Education Agency	Sharon Gaston - Applications Development Director	sharon.gaston@tea.state.tx.us	(512) 463-0096
Texas General Land Office	Cory Wilburn - Chief Information Officer	cory.wilburn@glo.texas.gov	(512) 463-5084
Texas Railroad Commission - Cloud Hosting of RRC Main Website	Sean Miller Strategic Planning Officer	Sean.miller@rrc.texas.gov	(512) 463-9947

TIPS RFP 190103 Web and Cloud Computing Services	Red River Solutions, LLC.
Product/Manufacturer	Warranties
App Dynamics (Cloud Products)	https://legal.appdynamics.com/OnPremise_EULA.pdf
App Dynamics (Maintenance)	https://legal.appdynamics.com/OnPremise_EULA.pdf
AWS	https://aws.amazon.com/service-terms/
CloudCheckr	https://cloudcheckr.com/end-user-license-agreement/
Cisco (Unified Communications)	https://www.cisco.com/c/en/us/products/warranty-listing.html#~:stickynav=1
Cisco (Security)	https://www.cisco.com/c/en/us/products/warranty-listing.html#~:stickynav=1
Cisco (Enterprise Networking)	https://www.cisco.com/c/en/us/products/warranty-listing.html#~:stickynav=1
Docker	https://www.docker.com/legal/docker-software-end-user-license-agreement & https://www.docker.com/legal/docker-terms-service
F5 Networks	https://www.f5.com/company/policies/warranties
Fortinet	https://www.fortinet.com/content/dam/fortinet/assets/legal/EULA.pdf
Ixia	https://support.ixiacom.com/support-services/warranty-license-agreements
Microsoft	https://azure.microsoft.com/en-us/support/legal/subscription-agreement-nov-2014/
NetApp	https://mysupport.netapp.com/NOW/public/apbu/oemcp/apbu_lic.cgi?dest=/apbu/oemcp/protcd/evaluation/edge/software/811_v_eval.ova
Nutanix (SaaS)	https://www.nutanix.com/support-terms/
Nutanix (Services and Support)	https://www.nutanix.com/support-terms/
Palo Alto	https://www.paloaltonetworks.com/services/support/product-warranty.html
Pure Storage	https://www.purestorage.com/content/dam/purestorage/pdf/legal/Pure_enduser_agreement.pdf
Red Hat	https://www.redhat.com/en/about/licenses/advanced-server-eula
Riverbed	https://www.riverbed.com/document/fpo/Riverbed+End+User+License+Agreement+7-13.pdf
Rubric	https://www.rubrik.com/wp-content/uploads/2018/06/Rubrik-EULA.pdf
Scienlogic	https://scienlogic.com/company/legal
ServiceNow	https://www.servicenow.com/content/dam/servicenow-assets/public/en-us/doc-type/legal/master-subscription-service-agreement.pdf
Splunk	https://www.splunk.com/en_us/legal/terms/splunk-cloud-terms-of-service.html
VMware	https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/vmware-cloud-services-universal-tos.pdf

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

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.

Red River Solutions, LLC

Contracts Manager

Printed Name authorized company officer

Title of authorized company officer

2021 E 5th St. Suite 110 Austin

TX 78702

5713536283

Address

City

State

ZIP

Phone

Signature Nicole Williams

Digitally signed by Nicole Williams

Date: 2019.03.13 10:36:00 -04'00'

Date 03/13/2019

Red River Response to



The State of Texas
The Interlocal Purchasing System (TIPS)
Web & Cloud Computing Services
Section 6: Proposed Goods & Services

RFP #190103
March 15, 2019 by 3:00 PM CT

RED RIVER SOLUTIONS, LLC .
2021 E 5TH STREET
SUITE 110
AUSTIN, TX 78702
603 448 8880
www.redriver.com

DUNS #: 933678708
CAGE CODE: 04MB1
NAICS Codes: 334111, 334112, 334118,
334210, 334220, 334290, 334310,
334515, 511210, 517410, 517911,
532420, 541330, 541511, 541512,
541519, 611420, 811212
TIN #: 02-0483341



Submitted By:
John Loughlin
Capture Manager
312-485-4162
john.loughlin@redriver.com

Submitted to:
Region 8 Education Service Center
4845 US Hwy. 271
North, Pittsburg, Texas 75686
(866) 839-8477; bids@tips-usa.com

Delivered to:
Electronically via ION Wave Bidding
Software

This proposal includes information that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal or quotation. If, however, a contract is awarded to a result of or in connection with the submission of this information, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this proposal or quotation if it is obtained from another source without restriction. The information subject to this restriction is contained on sheets with the following disclosure legend: "Use or disclosure of information contained on this sheet is subject to the restriction on the title page of this proposal."

Table of Contents

1. EXECUTIVE SUMMARY	1
1.1 Solution Overview:	1
1.2 Red River Certifications	3
2. RED RIVER CORPORATE INFORMATION	5
2.1 Company Overview	5
2.2 Hubs of Excellence	5
2.3 Red River's Texas Presence.....	6
2.4 Red River's Commitment to Local Texas Communities	9
2.5 Red River Cloud Customers	10
3. Red River's Cloud Practice.....	11
4. RED RIVER PROJECT MANAGEMENT	13
4.1 Red River's Cloud Pricing and Billing Processes	13
4.2 Red River Team.....	14
4.3 Project Management Approach	15
4.4 Project Management Plan	17
 Table 1 - Red River Proposed Vendors	 1
Table 2 - Red River Vendor Certifications	3
 Figure 1 - Red River Hubs of Excellence	 6
Figure 2 - Texas Locations	7
Figure 3 - Austin Innovation Center	8
Figure 4 - Austin Executive Briefing Center	8
Figure 5 - Red River Positively Transforming Communities in Austin, Texas.....	9
Figure 6 - Red River Cloud Capability Areas.....	12
Figure 7 - Red River engages our customers using our proven Project Management Approach .	16

Red River demonstrates that we fully meet Texas TIPS's Acquisition Objectives, has numerous significant strengths that add value to the Government, and is a top performing networking contractor with exceptionally low performance risk.

1. EXECUTIVE SUMMARY

Red River is pleased to respond to the Texas TIPS RFP for Web and Cloud Computing Services. Red River understands that this is a 3 year, plus one option year, Cooperative Purchasing Program available for membership by Government and Other Entities in all fifty states. Red River has extensive experience providing products and services to customers in all 50 states—including Texas—and in running large IDIQ contracts. Red River also currently holds multiple contracts with a fee-based structure and successfully runs these contracts.

1.1 Solution Overview:

Red River is proposing cloud products and services from 20 different vendors as listed in Table 1 below. Red River has existing OEM relationships with all 20 of these companies. Our proposed Cloud portfolio will provide TIPS members a comprehensive menu of offerings that will ultimately increase efficiencies, reduce costs, improve operational scalability, provide business continuity, increase collaboration, and drive system improvements.

THE RED RIVER ADVANTAGE: HIGH VALUE – LOW RISK

Red River offers distinct advantages to the Texas TIPS Program:

Technical approach that demonstrates understanding of Texas TIPS's objectives

- *A mature Cloud practice, proven on and ready to start day one*
- *Outstanding past performance on contracts of identical scope and similar complexity*
- *Established OEM relationships, with over 800 certifications, that offer depth and breadth of over 1 million products*

Table 1 - Red River Proposed Vendors

Vendor	Products
App Dynamics (Cloud Products)	All App Dynamics Cloud Products, including Cloud Migration and Cloud Monitoring: https://www.appdynamics.com/solutions/cloud-monitoring/
App Dynamics (Maintenance)	All App Dynamics Cloud Maintenance
AWS	Includes the entire AWS platform, including Elastic Compute Cloud (EC2); Simple Storage Service (S3); GovCloud; Relational Database Services; RedShift, and more.
CloudCheckr	All CloudCheckr comprehensive cloud management Products and Services, https://cloudcheckr.com/platform/
Cisco (Unified Communications)	All Cisco Cloud UC Products, including WebEx.
Cisco (Security)	All Cisco Cloud Security Products, including all Cloud email security and cloud content filtering.
Cisco (Enterprise Networking)	All Cisco Cloud Enterprise Networking Products, including Viptela and Meraki.
Docker	All Docker Cloud Products, including operating-system-level virtualization, also known as "containerization", https://hub.docker.com

Vendor	Products
F5 Networks	All F5 Cloud Products, including Cloud Application Services, BIG-IP Cloud, and more, https://www.f5.com/solutions/cloud
Fortinet	All Fortinet Cloud Products, including Public Cloud Security for AWS, Azure, Google and Oracle, https://www.fortinet.com/solutions/enterprise-midsize-business/multi-cloud-security.html
Ixia	All Ixia Cloud Migration, Cloud Security and Cloud Performance Products, https://www.ixiacom.com/solutions/cloud
Microsoft	All Microsoft Azure Cloud Computing Platform and Services, https://azure.microsoft.com/en-us/
NetApp	All NetApp Cloud Products, including the following: Cloud Storage (Cloud Volumes Service for AWS); Data Services (Cloud Sync, Cloud Secure, etc.); Cloud Controls (Kubernetes Service); and Cloud Analytics (Cloud Insights), https://cloud.netapp.com/home .
Nutanix (SaaS)	All Nutanix Cloud Products, including the following: Xi Beam, Xi Epoch, Xi Frame, Xi Iot, and Xi Leap, https://www.nutanix.com/products/xi-cloud-services/
Nutanix (Services and Support)	All Nutanix Cloud Services and Support, https://www.nutanix.com/products/xi-cloud-services/
Palo Alto	All Palo Alto Cloud Security Products, including the following: Cloud Monitoring and Compliance, SaaS Applications Protection (CASB), Host-Based Workload Protection, Inline Cloud Security – VM-Series, and Cloud-Delivered Security. https://www.paloaltonetworks.com/products/secure-the-cloud
Pure Storage	All Pure Storage Cloud Products, including Private Cloud, Cloud Block Store, Cloud Data Protection, and Cloud Data Services, https://www.purestorage.com/solutions/infrastructure/hybrid-cloud.html
Red Hat	All Red Hat Cloud Suite Products, including Cloudforms, Openstack Platform, Openshift, Virtualization, and Satellite, https://www.redhat.com/en/technologies/cloud-computing/cloud-suite
Riverbed	All Riverbed Cloud Products, including the following: Xirrus - Wireless; Steel Head; Steel Fusion; Steel Central; & Steel Connect. https://www.riverbed.com/gb/solutions/cloud-migration.html
Rubric	All Rubric Cloud products, including all products that perform data migration and orchestration across the cloud. https://www.rubrik.com/product/overview/
Sciencelogic	All ScienceLogic Cloud products, including Cloud Monitoring Tools & Management, supporting the following Cloud environments: VMware, Azure, IBM Cloud, AWS, and Docker, https://sciencelogic.com/product/technologies/cloud
ServiceNow	All ServiceNow Cloud Products, including Cloud Management ITOM Orchestration, https://www.servicenow.com/products/cloud-management.html
Splunk	All Splunk Cloud Products, including access to Monitoring and Alerting, Dashboards and Visualizations, Reporting, Metrics, and Machine Learning Toolkit, https://www.splunk.com/en_us/resources/why-splunk-cloud.html
VMware (Grouping 1)	Includes the following VMware Cloud Products, Virtual Infrastructure Management, vCloud Director, vCenter, vSphere, Trust Point, and Horizon Cloud, https://cloud.vmware.com/
VMware (Grouping 2)	Includes the following VMware Cloud Products, vCloud, Workspace One, Airwatch, and vSphere with Operations Management (VSOM), https://cloud.vmware.com/
VMware (Grouping 3)	Includes the following VMware Cloud Products, vRealize N&S Cloud, NSX, and Cloud Foundation, https://cloud.vmware.com/

1.2 Red River Certifications

As detailed in the uploaded certifications document, Red River has over 800 OEM vendor certifications including:

Table 2 - Red River Vendor Certifications

Partner	Name
AMX	Authorized Reseller
APC	Data Center Technical & Sales Consultant
Apple	Sales Specialist
Aruba	Sales Specialists
Black Box	Authorized Reseller
Brocade	Brocade Certified Network Engineer (BCNE)
Checkpoint	Checkpoint Star Partner level 2
Cisco	Gold/ Direct Value Add Reseller (DVAR) US Federal Authorization
Citrix	Citrix Certified Associate – Networking
DataCore	DCSA Solutions Architect Class
Dell	Federal Reseller/Partner - Certified Letter of Supply Partner “GSA Authorized” level
EMC	Premier Reseller/ Partner “GSA Authorized”-level
Extron	Authorized Reseller
F5	Gold Partner
Fluke	Authorized Reseller
ForeScout	Silver Partner
Fujitsu	Authorized- Mobile and Enterprise
Gigamon - MDF	GigaPro & Giga Sales
HPE	Silver Level, HPE Partner Ready Program
HPI	Gold Business Partner
IBM	IBM Business Partner – Solution Provider Tier 2
Intel Security - McAfee	Technical Professional Network Security
ISC2	Certified Information Systems Security Professional (CISSP)
JBL	Authorized Reseller
Juniper Networks, Inc.	Juniper Networks Certified Specialist Enterprise Routing & Switching+
Logitec	Authorized Reseller
McAfee	Sales & Technical Professional Network Security Global Partner
Microsoft	Azure (Cloud) Authorized; Gold Level Partner
Motorola	Elite Level Partner
NetApp	Gold Partner
NSA	National Information Assurance Training Standard for Senior Systems Managers
Nutanix	Premier Partner
Oracle	Gold Partner, Cloud Authorized
Palo Alto	Gold Level Partner
Panasonic	Quarterly Minimum Purchases
Peerless	Authorized Reseller
Quantum	Gold Partner
Qumulo	Qumulo Associate
Raritan	Authorized Reseller
Redhat - MDF	Red Hat Sales Specialist - Platform

Partner	Name
Riverbed	Premier Partner
RSA Security Inc.	RSA Sales Associate in Advanced Security Operations (ASOC)
Samsung	Authorized Reseller
Schneider Electric	Cooling Sales Specialist
Science Logic	Science Logic Certified Expert
SimpliVity Corporation	SimpliVity Implementation Training
SolidFire	SolidFire CSBA (Oxygen)
Splunk	Elite Level Partner;
Symantec	Silver Level Partner
Tandberg	Authorized Reseller
Targus	Authorized Reseller
Veem	Veem Technical Sales Professional VMTSP
Veritas	Silver Level Partner
VMware	Enterprise Level Partner
Zerto, Inc.	Zerto Certified Professional ZCP Basic 4.5

Red River also holds the following certifications:

Company Security certifications:

- Top Secret Facility Clearance
- FedRAMP authorized partners (AWS, Azure, NetCOMM, CSRA, Many More)
 - Obtained NAVY DCAO ATO under AWS FedRAMP GovCloud L2
 - GSA EPM Project – Migration to AWS GocCloud
- ISO 9001:2015
- SOC 2®— SOC for Service Organizations



Individual Red River Security Certifications include:

- CISSP
- CISM: Certified Information Security Manager
- Certified Ethical Hacker (CEH)
 - Security +
 - GIAC

2. RED RIVER CORPORATE INFORMATION

2.1 Company Overview

Established in 1995, Red River provides a wide range of capabilities and cutting-edge IT solutions designed to solve current challenges, optimize available assets, and help make meaningful IT investments that align with the strategic goals of our customers. With Corporate Headquarters in Claremont, NH, and offices in the Washington, DC metro area, Sacramento, New York, Boston, and Austin, TX, we support customers in the civilian, military, state and local, education, and healthcare markets worldwide. Key solution areas of ours include Data Center, Network Infrastructure, Storage and Mobility, and of course Cloud. We also provide Professional, Managed and Support Services to maximize process improvements and cost savings.

Red River's large contract portfolio includes Indefinite Delivery/Indefinite Quantity (IDIQ) vehicles such as Texas DIR, NASPO ValuePoint, NASA SEWP V, NIH CIO-CS, U.S. Air Force Netcents-2 Products, and more. These contracting vehicles are all designed to streamline procurement and lower prices through volume discounts. Through these term agreements, we earn follow-on business from repeat customers who can attest to our record of quality performance in the areas of Quality, Schedule, Cost, Business Relations, and Management of Key Personnel.

As part of our commitment to providing quality products and services, Red River maintains ISO 9001:2015 certification. We ensure an end-to-end ISO-certified secure supply chain, in which our distribution partners and our direct OEM suppliers are also ISO certified. We consistently achieve exceptional performance ratings and contract growth by applying our quality assurance processes, over 800 technical certifications, global reach, the highest level partnerships with leading OEMs, and more. These factors combined represent significant strength and superior performance in meeting the Texas TIPS's requirements.

2.2 Hubs of Excellence

With five established Hubs of Excellence across the country, we are all connected and working toward a common mission, allowing our customers to interact with new solutions, explore leading technologies, and discover the art of the possible. **With more than 350 employees across 30 states, as illustrated in Figure 1, TIPS members will be fully supported.**

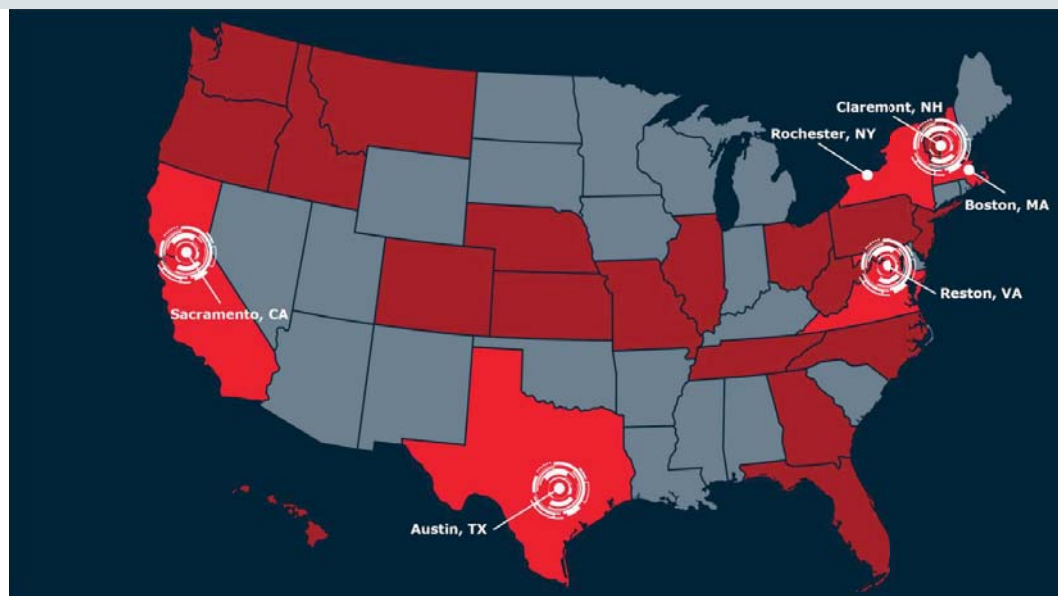


Figure 1 - Red River Hubs of Excellence

2.3 Red River's Texas Presence

We understand that the reach of Red River is important to Texas as you want to make sure that all agencies, schools, and eligible buying entities receive support and coverage. We have two main offices centrally located in Austin, one to support IT stakeholders, demo new and emerging technology, and provide proof-of-concepts; another, a corporate briefing center to hold meetings and quarterly business reviews. Lastly, many of the OEM partners we are offering on our proposal were chosen for the physical local presence they have within TX. The map below in Figure 2 shows the locations of the Red River offices, OEMs distributions and manufacturer centers and our Hub Certified partner in TX.



Figure 2 - Texas Locations

We anticipate that our new Red River Innovation Center, located in Austin, TX, will play a vital role in the performance of this contract. It will allow TIPS customers and agencies to push boundaries and expand capabilities without the risk, cost or complexity of adding infrastructure or staff. Our Innovation Center offers what we like to call “a glimpse into the art of the possible”, all within a secure environment. Loaded with next-generation technology systems from industry leading OEMs, such as Microsoft, Cisco, Dell EMC, NetApp, Red Hat and Splunk, TIPS users will be able to test new equipment, design and deploy applications, and access compute capacity, and storage on demand all within this sandbox environment. Current competencies out of our Austin-based Innovation Center include:

- **Cloud Computing**
- Data Center Orchestration & Management
- GeoClustering
- Interoperability Testing
- Mission-Focused Engineering
- NetOps
- Training
- Analytics
- Cyber Security
- Disaster Recovery & Business Continuity
- Healthcare IT
- Managed and Professional Services
- New Product Evaluation/Testing
- Remote Access
- Software Development and Migration
- Converged Infrastructure

The Red River Innovation Center in Austin TX, as shown below in **Figure 3**, allows government customers/TIPS members to push boundaries and expand capabilities without the risk, cost or complexity of adding infrastructure or staff.



Figure 3 - Austin Innovation Center

Whereas our Executive Briefing Center in Austin, as shown below in **Figure 4**, provides a transformative experience that leads to new thinking and actionable plans. It connects our customers and prospects with Red River thought leaders and technology experts to discover inventive solutions that help expand capabilities, optimize technology investments and stay ahead of tomorrow's challenges.



Figure 4 - Austin Executive Briefing Center

Understanding that the TIPS contract is national in scope, Red River has a national presence and sales and engineering force. We continue to invest in meeting the needs of our customers by expanding our offerings as demonstrated by recent acquisitions. In 2016, we acquired Boston-based Accunet Solutions, an established systems integration and IT consulting services provider. The acquisition accelerated Red River's commitment to helping its customers optimize business processes, capitalize on cloud computing, and maximize the value of technology investments.

In 2017, we acquired Sacramento-based Natoma Technologies, a technical consulting firm and systems integrator specializing in software and application development. We can now offer services across the full spectrum of technology, from selling and integrating technology infrastructure to developing software and custom applications to lifecycle services and support. In 2018, we acquired the Austin-based HUB, Ambonare. Ambonare brings with them skills in Cloud Architecture, Java Application Development & Testing, and Project Management. Their team is experienced in designing, developing and testing cloud applications following the agile software development methodology, such as our cloud assessment and implementations at the

Railroad Commission of Texas, Texas Higher Education Coordinating Board, Kestra Financial, and Wayne Fueling Systems.

2.4 Red River's Commitment to Local Texas Communities

A significant aspect of Red River's culture is giving back to our community, which goes hand-in-hand with our mission of Positively Transforming Communities (PTC). In 2011, we began our annual Community Service Project tradition, in which we volunteer a full day, helping build, repair, and refurbish facilities that improve living space for residents of the community. In February 2015, the company traveled to Austin for our National Sales Conference (NSC). For our Community Service Project, we helped the Fisher House in Ft. Hood, TX, a home away from home for families of Veterans getting medical treatment at the hospital nearby. As part of a huge renovation, 115 Red River employees and our partner community painted the entire house, landscaped, assembled new furniture, installed fixtures and appliances in the kitchen, laid concrete for an outdoor grill space, and more. We donated over \$15,000 worth of appliances and supplies.

In January 2018, we again traveled to Austin for our NSC. At this year's Community Service Project, we worked with Mobile Loaves & Fishes, an organization that provides food and clothing, cultivates community, and promotes dignity in support of the homeless. With 367 Red River employees and 80 representatives shown in Figure 5 below from our top tier partner community, from OEMs such as APC, Cisco, BMC, Red Hat, Riverbed, Palo Alto, and Dell EMC, among others, we volunteered 2,500-man hours and donated \$90,000 in materials and supplies to help Community First Village. This is a 27-acre community that provides affordable, permanent housing and a place for the disabled, chronically homeless in Central Texas. We rolled up our sleeves in our mission to give back and make a difference. We built picnic tables, pruned a grove of fruit trees, tended a vegetable garden, prepared meals, built patios, and more.



Figure 5 - Red River Positively Transforming Communities in Austin, Texas

Further demonstrating our dedication to the State and in line with our PTC culture, we have raised money for the third consecutive year to send a Red River-sponsored Austin-based wounded Veteran—one of six—to the Winter Sports Clinic and helped the Veteran adopt a companion dog. We also donated over \$40,000 to the Greater Houston Community Foundation’s Hurricane Harvey Relief Fund. In short, Red River is well positioned as a local partner to provide AISD with the support they require and build a partnership for years to come.

2.5 Red River Cloud Customers

Red River has completed and uploaded the references spreadsheet as required for the following references:

1. Texas Higher Education Coordinating Board - Cloud Hosting of 60X30TX Website
2. Texas Railroad Commission - Cloud Hosting of RRC Main Website
3. Texas Education Agency – Software Development

Additionally, in just the last two years, Red River has designed and managed the implementation of cloud services with the following clients:

- **State Government**
 - TX HiEd Coordinating Board
 - TX Railroad Commission
 - CA Child Welfare Digital Services (CWDS)
 - CA Department of Finance (CA DOF)
 - CA Department of Industrial Relations (CA DIR)
 - CA Department of Parks and Recreation (CA DPR)
 - CA Department of Technology (CA CDT)
 - CHSRA
 - CA Secretary of State (CA SOS)
 - CA State Treasurer’s Office (CA STO)
 - Covered CA
 - NV Silver State Health Insurance Exchange (SSHIX)
 - NH Town of Hanover
- **Federal Government**
 - US Navy
 - US Strategic Command (STRATCOM)
 - US Department of Veteran’s Affairs (VA)
 - US National Institutes of Health (NIH)
 - US Homeland Security

Red River's Navy Cloud Contract

Red River's contract with the Navy is valued at \$41M and with a period of performance that will span 2016 through 2022, for Navy Data Center and Application Optimization (DCAO) and is the premier managed Cloud offering in the Navy today. Red River provides direct access for Department of Navy mission owners to purchase standardized commercial cloud hosting services in a secure environment. Utilizing AWS GovCloud for commodity compute, storage and network capacity, Red River stands up secure, Federal Risk and Authorization Management Program (FedRAMP) and "FedRAMP+" compliant services specifically to meet stringent Department of Defense security requirements. We also perform Cloud Service Management service support to centrally manage, track, and report cost and performance data for applications hosted within one or more Cloud Solution Providers (CSPs) through a single point-of-entry. As such, Red River is helping the U.S. Navy move forward with Data Center Consolidation and a "Cloud-First" mandate including:

Red River is the Premier
Managed Cloud offering
in the NAVY today

- 50 discrete customer virtual clouds growing monthly
- Over 650 virtual instances (machines)
- ~2000 sub-nets
- 2000+ discrete storage volumes and over 3M data objects
- Hosts NAVY Websites and portals that service ½ million NAVY personnel with millions of hits an hour
- Full Authority to Operate (ATO) and Risk Management Framework (RMF) accreditation for operations in GovCloud and public Regions
- ATO for hosting IL4 Data Sensitivity

3. Red River's Cloud Practice

Red River recognizes that, when it comes to cloud, there is no "one size fits all" solution. Therefore, with a dedicated Digital and Cloud Practice, Red River knows how to minimize cloud complexity, and address security concerns, while delivering transparency and control. We provide the finished capabilities and building blocks to elevate your organization to the next generation of IT. TIPS Member Entities can select an array of capabilities, technologies and services that empower cloud while freeing them from the outdated rollercoaster of IT cost demands.

Red River provides the following Cloud Services Offerings:

- AWS Public and GovCloud
- Microsoft Azure
- VMware Cloud on AWS
- Cloud Enterprise Backup-as-a-Service
- Cloud Enterprise Managed Office 365
- Deployments and Managed Hosting
- Cloud Storage-on-Demand Solutions for Enterprise and Federal
- Leading SaaS Offerings

Red River also provides the following Planning and Adoption Services:

- On-prem to Cloud Workload and Application Migration and Refactoring
- IaaS and PaaS Adoption Services for AWS, Microsoft Azure and Private Cloud
- Cloud portable application modernization by leveraging PaaS container model
- On-prem automation and extension to public multi-cloud brokerage
- Workload analytics for determining optimal cloud placement
- Cloud Brokerage Service Catalog for menu-based selection and automation of on-prem and/or cloud resources

Red River has successfully delivered FedRAMP-authorized Cloud solutions to Federal Government, SLED, and commercial customers—from small pilots to large complex implementations involving high numbers of instances, licenses, ordering, billing, monitoring of resource usage-costs-performance, security, management of incidents and service requests, reporting, service desk, and other support services.

Over the years, we have monitored the trend to cloud and we continue to evolve as an end-to-end cloud solution partner as show in Figure 6 below.

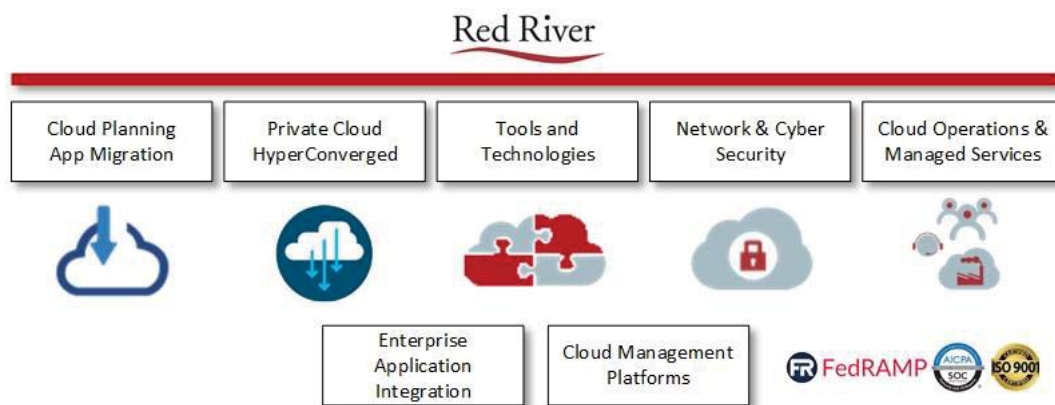


Figure 6 - Red River Cloud Capability Areas

Red River has been planning, architecting, transitioning and maintaining cloud solutions since cloud adoption started growing in 2010. Red River provides access to the core cloud technology supported by companies including App Dynamics, AWS, Cisco, F5, Microsoft, NetApp, Nutanix, Palo Alto, Pure Storage, Red Hat, ServiceNow, Splunk, and VMWare.

Cloud Service Providers



Red River's partnership with Amazon Web Services (AWS) has allowed us to utilize AWS's rich portfolio of cloud hosted resources to successfully deliver Public Cloud and GovCloud solutions.



Red River partners with Microsoft Azure who provides a leading cloud platform for running Microsoft Applications and the unique flexibility to run on-prem services via Azure Stack.



CyrusOne is at the forefront of the Colocation data center industry. Their portfolio now includes more than 40 enterprise-class facilities across three continents. With more than 4 million square feet of total net rentable square footage (NRSF) and the ability to provide accredited Sensitive Compartmented Information Facility (SCIF) space, CyrusOne is a respected leader.



Red River recognizes VMware as a leader in Software Defined Datacenter solutions capable of providing the government with a virtualized and automated on-prem private cloud experience that extends off-prem to secure public clouds

Pivotal

Red River views Pivotal as one of the leaders in Platform as a Service (PaaS) application containerization that would prepare applications for seamless portability to and between secure public clouds.

4. RED RIVER PROJECT MANAGEMENT

4.1 Red River's Cloud Pricing and Billing Processes

One of the biggest, and unforeseen, problems customer run into when they move to the Cloud is billing. Because of that Red River has carefully planned a seamless Cloud billing process. The Red River Cloud Service Provider (CSP) pricing is driven by the underlying CSP offerings, but all generally rely on the model that drives the "per unit" cost down as the usage increases. The models can be complex, but Red River will work with the TIPS Member Entities and the CSP to verify that pricing is clear and meets or exceeds the pricing model described in the Red River Pricing Forms 1 and 2. We are confident that Red River's market position will continue to drive significant cost efficiencies – and we are equally confident in our ability to work collaboratively with TIPS Member Entities to establish clarity and continually evaluate operations to drive efficiencies through the purchasing lifecycle.

Red River billing operations provide clarity in how the services consumed align with the expected pricing factors. We operate a state-of-the-art price and billing management system that clients can access to monitor the lifecycle:

- Ready-to-Invoice (RTI) - displays any order that has been processed
- Send-to-Invoicing (STI) - service is now ready to be billed – all STI records are reviewed by our program management team to confirm that exact line items are associated with the client-specific pricing model. Our system stores data in ‘Paperless Packs’ with “raw data” accessible across tabs: summary/roll-up, invoice detail, line-item confirmation, and approval
- Payment Terms - terms are carefully evaluated to ensure they meet our appropriate audit and reconciliation requirements as well as any client-specific requirements. Terms
- Final Invoices - invoices are submitted to the customer according to their instructions.

We do not subscribe to a model where clients receive an invoice “cold” from an accounting system. Our program managers schedule regular meetings to review pricing assumptions, usage statistics, historical and current period financial reconciliation. These interactions also provide the opportunity for a collaborative discussion on usage trends and possible impacts to future pricing or billing—and where Red River can further evaluate cost efficiencies.

4.2 Red River Team

A highly qualified Project Team is assigned throughout the lifecycle of the project. This includes an Account Executive, the Inside Account Team, a Lead Engineer and a Project Manager. Additional technical and administrative resources are added as necessary to successfully complete the project. Below is a description of the project team:

- **Account Executive** - Responsible for the overall satisfaction of the Customer’s business requirements. It is the job of the Account Executive to be intimately aware of the Customer’s business goals, needs and challenges.
- **Inside Account Team** - This team consists of dedicated sales personnel that are available every day to provide hardware quotes as well as a variety of other pre-sales activities.
- **Project Manager (PM)** - Every project that Red River is involved in is assigned a PM. The PM is the primary interface to the

VENDOR REPUTATION: ERIC HARDY, RED RIVER SLED DIRECTOR

“I have worked with Eric Hardy for the past six years in my position *as Director of Technology for Waco ISD* and now as *Chief Technology Officer for Manor ISD*. Eric has always been very conscious of public-school budgets and has demonstrated this in actions that led to pricing for hardware and services that were very in line with our allocations. Eric’s expediency in handling any of our concerns has also been a strongpoint in our business relationship. Upon my arrival in Manor ISD, our entire VOIP system went down at 7 pm. Eric was available to put us in contact with the engineers that helped us out of that disaster in a matter of hours. Finally, Eric is a business partner that listens and listens. .”

Alfredo M. Loreda, Chief Technology Officer, Manor ISD

Customer. They are responsible for providing the customer with status updates, promptly communicating project risks and verifying that all technical resources have what they need to successfully deliver the solution.

- **Lead Engineer** - When a Customer engages Red River to provide a service, whether it's a design, installation or simply a consulting project, a Lead Engineer is assigned to provide senior technical guidance for the Delivery Team. That Lead Engineer is responsible for ensuring that the right resource is applied to the right task and that the right tasks get done at the right time and in effect, the Foreman of the Red River Delivery Team.
- **Other Resources** - Red River has a pool of technical and administrative resources that can be applied at any time at the direction of the Lead Engineer or PM. This includes installation technicians, Professional Trainers, Technical writers, etc.

The combined expertise of the PM and engineers involved are utilized to effectively manage an engagement of this complexity and importance. While the PM functions as the primary interface for Customer, the engineering team applies experience and lessons learned from similar project activities and have ultimate responsibility for Customer satisfaction and adherence to project deliverables and meeting Customer's expectations.

4.3 Project Management Approach

The Red River Project Team provides a tailored Project Management approach based on Project Management Institute (PMI) concepts and agile methodology to successfully deliver solutions. Team members have professional certifications to include but are not limited to the following: PMI-PgMP, PMI-PMP, PMI-RMP, PMI-ACP, CSM, CSPO, ITIL, and Six Sigma.

As shown in Figure 7, Red River engages our customers using our proven five-phased project management approach—INITIATING, PLANNING, EXECUTING, VALIDATING, CLOSING. The Red River Project Team collaborates with customers to kick-off the project through **Initiating** and **Planning** the current IT infrastructure implementation approach and understand the operational challenges and mission-critical goals. Our engineers work directly with the customer's technical staff for **Executing** awarded solutions and services. We use customer-approved design documents deliverables to ensure custom solutions and services deployed specifically meet or exceed the stated requirements of the intended solution and will help the Agency achieve their primary IT goals. Once the Red River Project Team has implemented the solution, we engage the customer in **Validating** the solution through testing within the customer environment. In **Closing**, we provide the customer acceptance documentation that substantiates and supports all stated milestones and objectives are met, the solution operates as designed and the project is ready for final acceptance.

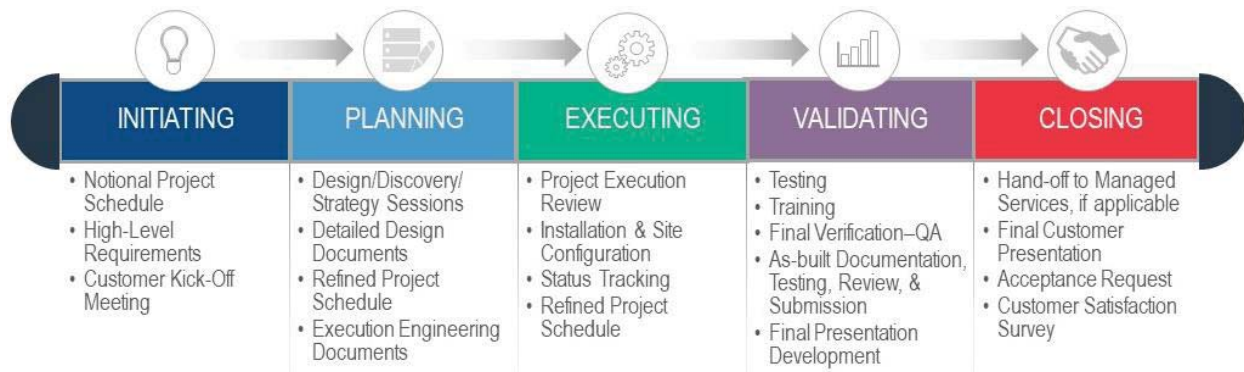


Figure 7 - Red River engages our customers using our proven Project Management Approach

The **Initiating and Planning Phase** forms the foundation upon which the success of the entire effort can be achieved. Red River utilizes proven processes and extensive experience to address all aspects of the project management lifecycle and plans for the cradle to grave execution of the project during this phase. The Lead Engineer works closely with the customer or end user to explain solution requirements based on any site survey findings and recommendations. Red River engineers design and recommend areas for improvement. The Lead Engineer will develop design documentation and present it to the customer for approval. After the Planning Phase, we will provide a detailed list of the activities and deliverables to be employed.

The **Execution Phase** represents the specific implementation activities that deliver the approved solution at the designated locations for the effort. This phase represents all onsite and remote level work necessary to fully deploy the approved solution and stage the solution for the next phase of operations.

The **Validating Phase** represents all activities necessary to certify the installed solution. This phase provides for all system testing from end to end of the solution and supports all final User Acceptance testing for the proposed solution. The Validating phase confirms that the solution is completed and technically compliant with all stated requirements and performance standards defined.

The **Closing Phase** represents the final closure of the project and is the final phase of the designated project effort. During this phase all final deliverables are completed and submitted for review and approval. A top to bottom review of all project requirements is completed and that all necessary deliverables have been submitted, completed and it is mutually agreed they have been satisfied.

Specific project deliverables that are provided to support all Red River Professional Service engagements are as follows:

- Project Schedule
- Status Reports
- Meeting Minutes
- Detailed Design Document
- Test and Acceptance Documentation
- As-Built Documentation

Each of the defined deliverables are tracked, managed and delivered by the Red River PM assigned. The project is not deemed to be complete until all deliverables have been completed and accepted by the customer and the Customer Satisfaction Survey has been returned to Red River.

4.3.1.1 Kick Off Meeting

Upon award, Red River's PM will set up an initial Kick-Off meeting with the customer to discuss the approach and plan for the project. This meeting focuses on gathering information to establish the project stakeholder register, define all stakeholder roles, and begin the initial data gathering to allow completion and submission of the initial project plan baseline, the Project Management Plan, and the requirements for scheduling and completing the necessary site evaluations. The PM also establishes project tracking and accountability within the suite of software tools Red River employs to enhance visibility and tracking of all project activities from procurement to resource scheduling and financial accountability.

4.4 Project Management Plan

The Project Management Plan is the document that details and outlines the specifics of the project, including scope, schedule, communication, cost, quality, risk, and staffing, and the management and control of each of these project facets. This document is updated based on any project changes that occur that impact the specifications set forth. The primary uses of the project plan are to document planning assumptions and decisions, facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines. Upon contract award, Red River will develop additional details of the project plan to document the overall planning, monitoring, and implementing activities in close collaboration with the customer, stakeholders, and decision makers.

The following aspects of Project Management are defined in the Initiating and Planning Phases and are included in the Project Management Plan:

Scope Management: Managing and controlling scope changes are necessary and critical to supporting accurate configuration management of the final solution. Specific processes for managing scope challenges are defined and documented and upon completion will become an integral part of the overarching Project Management Plan.

Change Management: All changes to the project, regardless of impact to schedule, cost or scope, require a change request and require vetting and approval prior to implementation. The Change Management Plan will provide specific details relating to the consideration, approval and funding of any necessary changes.

Communications Management: All reports, updates and communications relating to the project effort will originate from or be routed through the PM to be sure it is acted on timely and with

the necessary resources to guarantee project requirements and deliverables are met. Specific communication channel requirements are defined and distribution lists for the necessary deliverables are established and documented.

Schedule Management: The PM will create and have a baseline schedule approved. This serves as the final schedule management document for the project. Maintaining compliance with the approved baseline schedule for the project serves to safeguard cost and scope constraints remain on track and are not detrimental to project success. All actual start and finish dates for task efforts are accurately documented and will reflect any schedule risks that may be present.

Risk Management: The Red River PM is responsible for all risk identification and mitigation strategies. The Risk Management Plan will clearly define all associated project risks and define appropriate mitigation strategies for each risk that could materialize during project execution. The Risk Management Plan includes the creation of a risk register that identifies all risks, determined triggers, and accountable parties for the mitigation strategy implementation and the level of impact for the associated risk.

Quality Management, Quality Assurance/Quality Control: The PM has the ultimate responsibility for ensuring the Red River quality principles are maintained and for managing the quality processes, while the Lead Engineer is the technical representative charged with ensuring all quality control processes are followed. The system design documents are created in full collaboration with the customer and the team will ensure all tenets of quality assurance are maintained throughout development. Any instances of quality challenges or non-conformity to specifications or requirements are brought to the attention of the PM who initiates the appropriate corrective action processes as defined within the Red River Quality Management System doctrine. Red River maintains an ISO 9001:2015 certification.

Chart Your Path to Cloud

Red River helps customers acquire, adopt, deploy, monitor and manage their consumption of hybrid and cloud-based services and technology.

Rather than a technology, Red River sees cloud as a business model for delivering technology services and a powerful enabler for providing an array of technology capabilities at scale.

Today, nearly every business process is tied to technology. Digital solutions, such as software-defined data centers and managed cloud solutions, are taking center stage as they are more agile, secure and cost effective than traditional methods of delivering technology services.

The breakneck pace of business coupled with growing expectations of end-users, who demand context-rich and content-aware capabilities, available anywhere at any time, are driving organizations toward cloud.

With help from Red River, you can harness this new business model and leverage the promises of cloud to rapidly and cost-effectively empower collaboration, mobility, analytics, digital and social capabilities, as well as data storage. So you can process at scale and speeds far beyond traditional IT infrastructure.

CLOUD EXPERTS AT YOUR SERVICE

Red River puts cloud to work for you, charting a clear path to cloud that captures the cloud benefits best suited for your mission-demands and end-goals.

With 20 years of experience helping federal and enterprise customers modernize IT infrastructure and a dedicated Digital and Cloud Practice, Red River knows how to eliminate cloud complexity, address security concerns and deliver transparency and control – whether you want to adopt cloud services for your organization, leverage new technologies and disciplines or become a provider of cloud-based services.

NO ONE SIZE FITS ALL

Red River recognizes that when it comes to cloud, there is no “one size fits all” solution. We provide the finished capabilities or the

building blocks to elevate your organization to the next generation of IT. Organizations can choose from an array of capabilities, technologies and services, as well as flexible procurement models that empower cloud while freeing you from the outdated rollercoaster of technology cost demands. Instead of servers, we offer a wide portfolio of services designed to optimize the potential of cloud and accelerate your mission goals and service level agreements.

CLOUD SERVICES OFFERINGS

- Cloud strategy and roadmap assessments
- Hosted Analytics-as-a-service platform
- Suite of Services for Hyperconverged & Hybrid Cloud
- Application Refactoring
- DevOps Support
- NetComm Beacon SaaS Business Analytics
- Cloud Enterprise Backup-as-a-Service
- Cloud Enterprise Managed Office 365 and Azure IaaS Deployments
- Cloud Enterprise Amazon Web Services Deployments and Managed Hosting
- AWS-based Cloud PaaS for Government, Enterprise and OEMs
- Cloud Storage-on-Demand Solutions for Enterprise and Federal
- Leading SaaS Offerings

PLANNING AND ADOPTION SERVICES

- IaaS and PaaS Adoption Services for AWS, Microsoft Azure and Private Cloud
- Migrations and Re-hosting
- Analytics Planning and Deployment
- AWS and VMware-based Cloud, Hybrid and Converged Infrastructure Design and Deployment
- DB & Application Rationalization
- DevOps alignment & Full Lifecycle Platform operations
- Containerization/Microservices deployments
- Serverless Computing
- Infrastructure & Configuration as code

CLOUD ENABLERS

- Advanced Technologies, Platforms, System, Migration and Performance Tools, Data and Networking Solutions from the World's Leading OEMs
- Direct Access to Leading Cloud Service Providers
- Private Cloud Solutions
- SOC II, FedRAMP and DoD Compliance Managed Services
- Stable of Ecosystem Partners for Business and Technology Integration
- Leading platform tools for automation
- DB Migration & Refactoring methodologies
- DevOps methodology & experience

Today's cloud decisions aren't black and white –
Think Red.

Capabilities

- Adoption and Migration
- Assessment Services
- Business of IT Tools
- Design and Architecture
- Capacity
- Compliant, Managed Platforms & Services
- Configuration
- Consolidation and Virtualization
- Converged Infrastructure
- End-to-End Implementation
- Finished Solutions
- IaaS, PaaS, SaaS
- Integration and Staging
- Managed Services
- Middleware, Automation, Software
- Monitoring and Management
- 24/7/365 Network Operations Center
- On-Demand Compute, Storage, Network, Web, Data Base, Search
- Pre-Sales Support
- Professional Services
- Security
- Supply Chain and Logistics
- Training

Key Benefits

- Enable & Enhance Cloud Computing for Internal Use, Subscribers and Providers
- Empower Efficiency, Agility and Control
- Establish Public, Private, Hybrid and Multi-Tenant Cloud Environments
- Enhance Security, Service-Levels and Compliance
- Utilize Software-Defined Data Center Architecture and Storage-on-Demand
- Capture Cost Savings

Purchasing Vehicles

Red River holds over 20 contracting vehicles you can leverage to lower costs and streamline purchasing for a full range of IT products and services. We hold multiple Government Wide Acquisition Contracts (GWACs), Blanket Purchase Agreements (BPAs) and Agency-Specific Contracts, including:

- DHS First Source II
- GSA Schedule 70
- NASA SEWP V
- NETCENTS 2
- NITAAC CIO-CS
- SeaPort-e

Red River is ISO 9001 certified.

About Red River

Red River brings together the ideal combination of talent, partners and products to disrupt the status quo in technology and drive success for business and government in ways previously unattainable. Red River serves organizations well beyond traditional technology integration, bringing more than 20 years of experience and mission-critical expertise in security, networking, analytics, collaboration, mobility and cloud solutions.

LEARN MORE

For more information please call 800.769.3060 or visit redriver.com

Follow us on Twitter: [@ThinkRed](https://twitter.com/ThinkRed)

THE PATH TO CLOUD

Red River's PATH to cloud encompasses a complete lifecycle of services, including:

- Planning
- Architecture
- Transition
- Health of IT

PLANNING

Red River solutions engineers help you navigate the complexities of the cloud market and demonstrate how specific solutions and services support cloud and next-generation IT initiatives. We work closely with you to determine which cloud models best match mission demands, and address the varying needs of customers interested in adopting vs. providing cloud services. Our plans take your experience and end-goals into constant consideration and cover the entire scope of cloud enablement, from capacity, data and access, security posture, transparency and control, to extended capabilities, services, automation, analytics, costs and future growth.

ARCHITECTURE

Red River's highly-certified experts work with you to design and architect innovative public, private and hybrid cloud solutions. Our engineers have deep expertise across all of the key focus areas integral to cloud, including Data Center, Compute, Networking, Cyber and Physical Security, Storage, Mobility, Analytics and Cloud Services, so you can design custom on- and off-premises solutions that work for you, leverage established infrastructure and ensure that you make meaningful technology investments that align with your top strategic goals.

TRANSITION

Our staff of engineers and strategic partners are experienced in deploying cloud services and solutions. We know how to alleviate the pressure to speed technology service delivery, lower costs, improve responsiveness and help you transition to cloud without disrupting operations or undermining security and compliance. Our proven project management methodology and focus on delivery excellence has ensured the successful deployment of hundreds of converged, cloud and hybrid environments for our customers.

HEALTH OF IT

Red River offers a full lifecycle of services ranging from Design, Professional, Support and Managed Services around our public, private and hybrid cloud, network and Storage-on-Demand environments. We currently manage cloud operations for more than 50 Enterprise and Federal customers using and providing cloud services. Our U.S.-based Network Operations Center (NOC) is available 24/7/365 to troubleshoot issues or manage, monitor and administer your entire cloud environment. We offer health checks of your in-place IT to ensure that everything from guest wireless, networking, storage and more is operating at peak performance levels. Plus, we provide supply chain management, support and training services to maximize your technology investments.

POWERFUL PARTNERS

Red River has helped hundreds of organizations enable innovation and simplify the deployment and operation of cloud infrastructure with help from our powerful partners.

Ask us about solutions from:



RED RIVER

Corporate Headquarters
21 Water St., Suite 500
Claremont, NH 03743
800.769.3060 toll free
603.448.8880 phone
603.448.8844 fax

redriver.com

Red River