

TIPS VENDOR AGREEMENT

Between

Hawkins Group 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 charges 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 tips@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 which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM .

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement unless named and agreed by the Party in question in writing in the agreement. If a vendor submitting a Proposal requires TIPS and/or TIPS Member to sign an additional agreement, those agreements shall comply with the award made by TIPS to the Vendor. Supplemental Vendor's Agreement documents may not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it. TIPS permits TIPS Members to negotiate additional terms and conditions with the Vendor for the provision of goods or services under the Vendor's TIPS Agreement.

Survival Clause

All applicable agreements, contracts, software license agreements, warranties or service agreements that were entered into between Vendor and TIPS or the TIPS Member Customer under the terms and conditions of this Agreement shall survive the expiration or termination of this Agreement. All Orders, Purchase Orders issued or contracts executed by TIPS or a TIPS Member and accepted by the Vendor prior to the expiration or termination of this agreement, shall survive expiration or termination of the Agreement, subject to previously agreed terms and conditions agreed by the parties or as otherwise specified herein relating to termination of this agreement.

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing that is offered to TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing

being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-complying conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format and at the location acceptable to Region 8 ESC or TIPS.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and fully particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

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

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence related to the requesting Member's order. If there are confidentiality requirements by either party, TIPS shall comply to the extent permitted by law.

Incorporation of Solicitation

The TIPS Solicitation, whether a Request for Proposals, the Request for Competitive Sealed Proposals or Request for Qualifications solicitation, or other, the Vendor's response to same and all associated documents and forms made part of the solicitation process, including any addenda, that resulted in the execution of this agreement are hereby incorporated by reference into this agreement as if copied verbatim.

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFECTIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits
Umbrella Liability	\$1,000,000

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

policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

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

TIPS Vendor Agreement Signature Form

RFP 190103 Web and Cloud Computing Services

Company Name Hawkins Group LLC

Address 5073 Pecan Ridge Drive Ste 100

City San Angelo State TX Zip 76904

Phone 571-235-9113 Fax N/A

Email of Authorized Representative ronnie@rhawkinsgroup.com

Name of Authorized Representative Ronnie D. Hawkins, Jr.

Title President/CEO

Signature of Authorized Representative *Ronnie D. Hawkins, Jr.*

Date 03/11/2019

TIPS Authorized Representative Name Meredith Barton

Title Vice-President of Operations

TIPS Authorized Representative Signature *Meredith Barton*

Approved by ESC Region 8 *David Wayne Fitts*

Date 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		Department
Fax		Building		Building
Bid Number	190103 Addendum 2	Floor/Room		Floor/Room
Title	Web and Cloud Computing Services	Telephone	+1 (866) 839-8477	Telephone
Bid Type	RFP	Fax	+1 (866) 839-8472	Fax
Issue Date	1/7/2019 08:03 AM (CT)	Email	bids@tips-usa.com	Email
Close Date	3/15/2019 03:00:00 PM (CT)			

Supplier Information

Company	Hawkins Group LLC
Address	5073 Pecan Ridge Ste 100 San Angelo, TX 76904
Contact	Kenneth McKinney
Department	
Building	
Floor/Room	
Telephone	(443) 461-4457
Fax	
Email	ken.mckinney@rhawkinsgroup.com
Submitted	3/14/2019 10:41:08 AM (CT)
Total	\$0.00

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

Signature Ronnie Hawkins

Email ronnie@rhawkinsgroup.com

Supplier Notes

Bid Notes

Dear potential TIPS Vendor,

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

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

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

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	YES
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.	Yes
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.)	The Hawkins Group is a Service Disabled Veteran-Owned Small Business (SDVOSB) led by Lieutenant General Ronnie Hawkins, Jr., U.S. Air Force, retired, former DISA Director and Commander, JFHQ-DODIN. Hawkins Group provides global cyber security services and information technology solutions to both federal, state and commercial markets. With a core component of our mission always at the forefront to security — Defend, Detect, Decide, Defeat — Hawkins Group is passionate about protecting clients against identified adversaries, internally and externally, resulting in proactive peace of mind.
6	Primary Contact Name	Primary Contact Name	Ronnie Hawkins Jr.
7	Primary Contact Title	Primary Contact Title	President/CEO

8	Primary Contact Email	Primary Contact Email	ronnie@rhawkinggroup.com
9	Primary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5712359113
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5712359113
12	Secondary Contact Name	Secondary Contact Name	Ken McKinney
13	Secondary Contact Title	Secondary Contact Title	VP Strategic Development
14	Secondary Contact Email	Secondary Contact Email	ken.mckinney@rhawkinggroup.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7032448293
16	Secondary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
17	Secondary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7032448293
18	Admin Fee Contact Name	Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.	Ronnie Hawkins Jr.
19	Admin Fee Contact Email	Admin Fee Contact Email	ronnie@rhawkinggroup.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	5712359113
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Dennis Holden
22	Purchase Order Contact Email	Purchase Order Contact Email	dennis.holden@rhawkinggroup.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	7576300243
24	Company Website	Company Website (Format - www.company.com)	www.rhawkinggroup.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	38-3980388
26	Primary Address	Primary Address	5073 Pecan Ridge Drive, Ste 100
27	Primary Address City	Primary Address City	San Angelo
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	TX
29	Primary Address Zip	Primary Address Zip	76904
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.)	Technology, Cabling Products and Services, Data Center Hosting, Sales & Service, Networking Equipment, Software and Services, Technology Solutions and Services, Web and Cloud Computing Services, Web Hosting, Web Services and Content Mgmt, Wireless Data and Voice, Consulting Services, Data Analytics Solutions and Services, E-Commerce, Internet and Network Security, Professional

- 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? 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.

Do you want TIPS Members to be able to spend Federal grant funds with you if awarded and is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal? Yes
- 32 Yes - No Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:
(A) has its principal place of business in Texas;
OR
(B) employs at least 500 persons in Texas? Yes
- 33 Company Residence (City) Vendor's principal place of business is in the city of? San Angelo
- 34 Company Residence (State) Vendor's principal place of business is in the state of? Texas
- 35 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION 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 10%

CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD.
What is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.
- 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. 3
- 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 By submission of this bid or proposal, the Bidder certifies that:
 1)This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
 2)This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor:
 3)No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
 4)The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.
 (No Response Required)
- 44 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. may find the Blank CIQ form on our website at:
 Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
 There is an optional upload for this form provided if you have a conflict and must file the form. 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) | <p>By submission of this bid or proposal, the Bidder certifies that:
I affirm under penalty of perjury of the laws of the State of Texas that:</p> <p>(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;</p> <p>(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;</p> <p>(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;</p> <p>(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.</p> | (No Response Required) |

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 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. Yes

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 or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000) Yes

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 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). Yes

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	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p> <p>Pursuant to 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.</p>	Yes
		Does vendor agree?	
57	2 CFR PART 200 Federal Rule	<p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)</p> <p>Pursuant to 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).</p> <p>Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes
58	2 CFR PART 200 Procurement of Recovered Materials	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p>	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 Form 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?

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?

Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

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

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

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

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

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

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

63 Indemnification

The ESC Region 8 and TIPS is a Texas Political Subdivision and a local governmental entity; therefore, is prohibited from indemnifying third parties pursuant to the Texas Constitution (Article 3, Section 52) except as specifically provided by law or as ordered by a court of competent jurisdiction. A provision in a contract to indemnify or hold a party harmless is a promise to pay for any expenses the indemnified party incurs, if a specified event occurs, such as breaching the terms of the contract or negligently performing duties under the contract. Article III, Section 49 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " The Attorney General has counseled that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Contract clauses which require the System or institutions to indemnify must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Liquidated damages, attorney's fees, waiver of vendor's liability, and waiver of statutes of limitations clauses should also be deleted or qualified with "to the extent permitted by the Constitution and laws

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

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.

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?

68 Infringement(s)

The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.

Yes, I Agree

Do you agree to these terms?

69 Infringement(s) Explanation of No Answer

70 Contract Governance

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

Yes

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

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	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	(No Response Required)
	Potential uses of company logo: Your Vendor Profile Page of TIPS website Potentially on TIPS website scroll bar for Top Performing Vendors TIPS Quarterly eNewsletter sent to TIPS Members Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)	
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
United States Department of	Terry Halvorsen, DoD Chief Information Officer (former)	t.halvorsen@sea.samsung.com	(850)-686-2621
United States Navy	Rear Admiral Danelle Barrett, U.S. Navy; Commanding Officer Naval Computer and Telecommunications Center Atlantic (former)	danelle.barrett@navy.mil	(757)-580-6861
United States Air Force	The Honorable Dale Meyerrose; former CIO, Director National Intelligence	dale.meyerrose@gmail.com	(202)-997-1974

*Hawkins Group LLC acknowledges that the named references are not within the educational sector, but confidently attest to of our lifelong professional performance in government and are representative of our integrity as we enter into this new market.

Insert TIPS RFP # 190103 Addendum 2 (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.

Ronnie D. Hawkins, Jr. President/CEO

Printed Name authorized company officer Title of authorized company officer

5073 Pecan Ridge Drive Ste 100 San Angelo, TX 76904 571-235-9113

Address City State ZIP Phone

Signature Ronnie D. Hawkins, Jr Date 03/11/2019



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1383980388200**
File/Vendor Number: **499402**
Approval Date: **08-NOV-2018**
Scheduled Expiration Date: **08-NOV-2022**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

HAWKINS GROUP LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-NOV-2018, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmlsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.



190103 Addendum 2 (Web and Cloud Computing Services)

Proposed Goods & Services Prepared by:



Attention:

Workgroup: TIPS Cooperative

Contact Name: Kristie Collins, Contracts Compliance Specialist

Address:

Region VIII Education Service Center

4845 US Highway 271 North

Pittsburg, TX 75686 USA

Phone: (866) 839-8477

Fax: (866) 839-8472

bids@tips-usa.com

Hawkins Group LLC POC:

Ronnie Hawkins

Hawkins Group LLC

5073 Pecan Ridge Dr. Ste 100

San Angelo, TX 76904

ronnie@rhawkinsgroup.com

571-235-9113

www.rhawkinsgroup.com

Hawkins Group LLC (EIN 38-3980388) is a Texas certified HUB (Vendor ID: 1383980388200) and a Service Disabled Veteran Owned Small Business (SDVOSB)



Table of Contents

Introduction:	2
Proposed Goods	2
Microsoft Azure	3
Security Compliance, Standards, and Certifications List	3
WP Engine	4
McAfee MVISION	4
Proposed Services	5
Cloud Managed Services	5
Cloud Security & Compliance Services	6
Subject Matter Expert Services	6
McAfee Specific Services	6

Introduction:

Hawkins Group is a growing San Angelo, Texas based certified Historically Underutilized Business (HUB) and Service-Disabled Veteran-Owned Small Business (SDVOSB) led by Lieutenant General Ronnie Hawkins, Jr., U.S. Air Force, retired. Mr. Hawkins was the first commander of the Joint Force Headquarters-Department of Defense Information Networks, where he served for both the Commander, U.S. Cyber Command and the Department of Defense, Chief Information Officer. He was also the director of command control systems and chief information officer for Pacific Air Forces Command. Mr. Hawkins culminated his long and distinguished military career as the Director of the Defense Information Systems Agency (DISA), at Ft Meade, Maryland where he led a global organization of military and civilian personnel who provided direct support to the President, Secretary of Defense, Joint Chiefs of Staff, Combatant Commanders, Department of Defense components, and other mission partners.

Hawkins Group is primarily comprised of U.S. military veterans who provide global cybersecurity services and information technology solutions to local, state, federal and commercial markets -- inclusive of high-performance cloud services and solutions that are supported by our uncompromising reputation and coupled with an unparalleled level of integrity and providing best-in-class service quality.

Hawkins Group was formed in 2015, but we command over a century of combined, relevant expertise in of planning, building, integrating, implementing, and delivering cloud-based solutions in support of cross-industry goals. Our team has successfully led IT organizations spanning thousands of employees, serving hundreds of thousands of people/endpoints, and overseen billion-dollar budgets. With information technology (IT) being one of our core competencies, as proven experts in this sector, we pride ourselves in being able to deeply assess our customer's needs and incorporate targeted cloud-related products and support services to ensure both short and long-term objectives are met with ease.

Hawkins Group does not have any past relationships that are relevant to this requirement. Hawkins Group will also abide by federal regulations set forth by attributes 61 and 62, which we have also electronically affirmed in the ION Wave bidding system.

Proposed Goods

Hawkins Group's proposed goods for 190103 Addendum 2 (Web and Cloud Computing Services) consist of high-performance Web and Cloud Computing products and services that span across various mainstream cloud providers, including Microsoft Azure, WP Engine, and McAfee MVISION, and are supplemented by various support services highly relevant to the Education sector to clearly meet the needs of the requirement.

Hawkins Group has more than adequate financial resources, strong management and service capabilities, high ethical standards and the ability to provide materials and resources and will fulfill the entire contract with its own resources.

The proposed goods (products) include:

Microsoft Azure

Microsoft Azure is a cloud computing service created by Microsoft for building, testing, deploying, and managing applications and services through Microsoft-managed data centers. Azure is an open, flexible, enterprise-grade cloud computing platform. It enables you to move faster, do more, and save money with its infrastructure-as-a-service (IaaS) and platform-as-a-service (PaaS). Azure governance ensures compliance using the cloud governance capabilities built into Azure while leveraging confidential computing where your data and code is protected while it's in use in the cloud. In addition, high-performance computing allows you to tap into unlimited resources to scale your high-performance computing (HPC) jobs and serverless computing will enable a faster build of applications, while focusing on innovation instead of infrastructure management.

Security Compliance, Standards, and Certifications List

Microsoft Azure products are compliant across the Children's Online Privacy Protection Act of 1998 (COPPA), the Family Educational Rights and Privacy Act (FERPA), the Auditing Standards Board of the American Institute of Certified Public Accountants (AICPA), the International Organization for Standardization (ISO), Sarbanes-Oxley Act (SOX) certifications, and the Cloud Computing Compliance Controls Catalog (C5).

ISO 27001 - Managing Information Risk

ISO 27017 - Controlling cloud-based information security

ISO 27018 - Protecting personal data

SOC 1 - Controls over financial reporting

SOC 2 - Controls over security, availability, and confidentiality

SOC 3 - Public report of controls over security, availability, and confidentiality

COPPA (U.S.) - Protecting children's online privacy

FERPA (U.S.) - Protecting the privacy of student education records

FIPS 140-2 - Microsoft certifies that its cryptographic modules comply with the US Federal Information Processing Standard Federal Information Processing Standard (FIPS) Publication 140-2

Sarbanes-Oxley Act (SOX) - Improving the accuracy and reliability of corporate disclosures

Cloud Computing Compliance Controls Catalog (C5) - Information security of cloud services

WP Engine

WP Engine is a WordPress platform, offering best-in-class cloud architecture and highly redundant systems that enables website speed, scalability, and increased security.

Features	Startup Package	Growth Package	Scale Package
Visits per month	Up to 25K	Up to 100K	Up to 400K
Local storage	10GB	20GB	30GB
Bandwidth per month	50GB	200GB	400GB
Genesis Framework	Included	Included	Included
35+ StudioPress Themes	Included	Included	Included
Dev, Stage, Prod Environments	Included	Included	Included
Transferable Sites	Included	Included	Included
PHP 7.2 ready	Included	Included	Included
Global Content Distribution Network (CDN)	Included	Included	Included
Page Performance	Included	Included	Included
Automated SSL certificates	Included	Included	Included
GeoTarget	Add-on	Add-on	Add-on
WordPress Multisite	Add-on	Add-on	Add-on
Content Performance	Add-on	Add-on	Add-on
Additional Sites	Add-on	Add-on	Add-on
Imported SSL certificates	—	Included	Included
Global Edge Security	Add-on	Add-on	Add-on

McAfee MVISION

McAfee's MVISION is a cloud-native, insight-driven open architecture platform. McAfee's MVISION Cloud is a cloud access security broker (CASB) that protects data where it lives today, with a solution that was built natively in the cloud, for the cloud – resulting in best-in class cloud-native data security.

MVISION detects internal and external threats to Azure, Google, AWS and additional cloud infrastructures. McAfee captures a complete audit trail of all user activity in managed and unmanaged subscriptions across multiple heuristics, detects threats, automatically takes risk-mitigating action, and supports post-incident forensic investigations. As threats are resolved, McAfee automatically incorporates this data into its behavioral models to improve detection accuracy.

Hawkins Group will meet all named requirements by providing the overall best value compared to the competition. We also agree not to increase prices more than 5% annually over the previous year, except when justified by supporting documentation.

Proposed Services

Hawkins Group’s proposed services have been strategically determined based on our deep experience in providing cloud support, relevancy to the Education sector, and our keen understanding of the varying needs that often supplement cloud-based solutions. These complementary services will ensure long-term coverage of high-quality cloud-based support. The proposed services include:

Cloud Managed Services	Architecting, installation, operation, migration, maintenance of cloud compute and other cloud services
Microsoft Support Services	Supporting services for Microsoft cloud suite
WP Engine Support Services	Supporting services for WP Engine solutions
McAfee MVISION Support Services	Supporting services for McAfee MVISION solutions
Infrastructure as code	Automate repeatable tasks for one machine or millions
Configuration Management	Automate deployment, architecture and compliance for all your servers
Cloud Migration & Installation Services	Services to help you navigate and install your custom cloud journey
Key Management & Encryption Services	Encrypt, store, manage, and audit infrastructure and application-level secrets
Web Hosting Operations & Maintenance	Ongoing hosting services to include patching, security, optimization, etc.
Data Center Migration Services	Cloud support services that can support any solution -- lift and shift, application change, or hybrid
Cloud-native Data Warehousing Services	Support services for managing infrastructure
Cloud Business Intelligence Services	A comprehensive suite of data integration, transformation, analysis, visualization, and reporting tools
Cloud Analytics Services	Support services to turn data into actionable insights with a comprehensive analytics platform
Marketing and Customer Experience Analytics Services	Support services to help unify marketing data in the cloud, with the goals of enhancing customer experiences, predicting business outcomes, and improving campaigns

Cloud Security & Compliance Services	Standards, regulations & certifications to help with compliance & reporting
Cloud Architecture Services	Support services for architecture, automated deployment, and server compliance
Cloud Independent Assessment Services	Support services to independently assess the best cloud options available that fit a need
Cloud Disaster Recovery Services	Support services to help in set up and plan against disaster recovery
Virtual Machine Migration Services	Supporting services to move infrastructure to the cloud with virtual machines
API Management & Integration Services	Support services to better manage APIs with greater security, visibility, and control
Cloud Data Management Solutions Services	Support services to effectively manage cloud data
Artificial Intelligence (AI) Solutions Support Services	Support services in support of organizational modernization and how to effectively deploy Cloud-based AI solutions
Internet of Things (IoT) Solutions Integration Support Services	Services that will help connect, process, store, and analyze data both at the edge and in the cloud
Machine Learning (ML) Solutions Integration Support Services	Support services to enable cross-functional stakeholder to bring ML models to production

Subject Matter Expert Services

Hawkins Group will provide elite subject matter expertise, if required on the topics listed above utilizing select company personnel with over 40 years of experience.

McAfee Specific Services

Hawkins Group will provide McAfee specific services for McAfee Skyhigh Shadow and Sanctioned IT. More information can be found attached to “Other Response Attachments” within the TIPS Ion Wave bidding system. Skyhigh services include:

- Skyhigh Shadow IT PS Starter Kit – 1K Users
- Skyhigh Shadow IT PS Starter Kit – 10K Users
- Skyhigh Shadow IT PS Starter Kit – 10K+ Users
- Skyhigh Sanctioned IT API PS Starter Kit
- Skyhigh Sanctioned IT Proxy – Starter Kit
- Skyhigh Sanctioned IT Proxy Encryption – Starter Kit



Hawkins Group will meet all named requirements by providing the overall best value compared to the competition. We also agree not to increase prices more than 5% annually over the previous year, except when justified by supporting documentation. Hawkins Group will fulfill the entire contract with its own resources.

Hawkins Group is proud to be a Texas business with world-class leadership and expertise. We look forward to serving the TIPS members and specifically ESC 8.



Your Digital Footprint. Our Passion.

Hawkins Group's™ singular goal behind every assignment is enabling both private and public entities to build a rock-solid digital foundation - one that is tailored to support every client's unique business goals. With integrity, a military heritage and an experienced team, we take a proactive approach to your IT and Cyber Security. The mission is simple: streamlining information and minimizing security issues before they ever arise.

C-Suite/Executive Cyber Security Consulting

We offer strategic IT and Cyber Security planning, designed to increase public / private partnerships and maximize operations and security. From design to implementation to optimization, we tailor our solutions to the unique needs of every customer.

IT Streamlining & Optimization

We configure your IT and security solutions for optimal performance and security in the targeted environment. Our unparalleled expertise in system design and deployment ensures that your hardware meets your company's specifications and scale.

360° Training

Today's world is built upon a foundation of digital technology and communication, requiring leadership to remain vigilant at all times. Our intensive recurring training initiatives ensure that your leadership is continuously at the forefront of threat detection and mitigation.

Executive Cyber Protection

For high-profile executives and other VIPs, identity theft and other threats are a daily reality. The Hawkins Group will proactively monitor your mobile, personal and business presence by employing state-of-the-art threat intelligence to identify and mitigate danger before it occurs.

Cyber Threat Hunting & Security

From everyday operations to times of crisis, we continuously seek out and respond to attacks. By employing big data analytics and heuristics, we proactively identify and isolate advanced threats that evade existing security solutions.

Staff Augmentation

We venture far beyond the typical role of "consultant" by learning the unique attributes of your business and serving as a seamless extension of your team. Hawkins Group's™ industry-leading expertise is always directly at your fingertips.

Find out more about how the Hawkins Group™ can help your organization with Cyber Security and Advisory Services

rhawkinsgroup.com | T: (443) 461-4457

Hawkins Group LLC, 5073 Pecan Ridge Drive, Ste 100, San Angelo, TX 76904

Why the Hawkins Group™?

Hawkins Group™ offers a comprehensive, team-oriented approach to securing, optimizing and managing your company's digital infrastructure. Our complete array of advisory services and solutions enables our clients to run efficient IT Operations, while preventing security breaches and keeping your data 100% secure. Our "4D" protection adds an extra dimension to cyber security: we **Defend, Detect, Decide & Defeat** any cyber security threat, and implement enterprise-wide resiliency to protect your business against internal and external adversaries. With Hawkins Group™ in your corner, you can safely and efficiently use your data wherever and whenever you need it.

Past Performance

Hawkins Group™ provides Federal & Commercial consulting & strategic advisory services for Cyber Security and Information Technology to include:



NAICS Codes

- 541690 Other Scientific & Technical Consulting Services
- 541512 Computer Systems Design Services
- 541513 Computer Facilities Management Services
- 541611 Administrative Management & General Management Consulting Services
- 541614 Process, Physical Distribution, & Logistics Consulting Services
- 541715 R&D in the Physical, Engineering, & Life Sciences

Socio - Economic Status



Leadership

Ronnie Hawkins, Jr.
Lt Gen, USAF, Ret.
President/CEO
ronnie@rhawkinsgroup.com
571.635.6093
rhawkinsgroup.com

Dennis Holden
Chief Operating Officer
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McAfee MVISION Cloud

Data Security for the Cloud Era

McAfee® MVISION Cloud protects data where it lives today, with a solution that was built natively in the cloud, for the cloud. It's cloud-native data security.

Detect

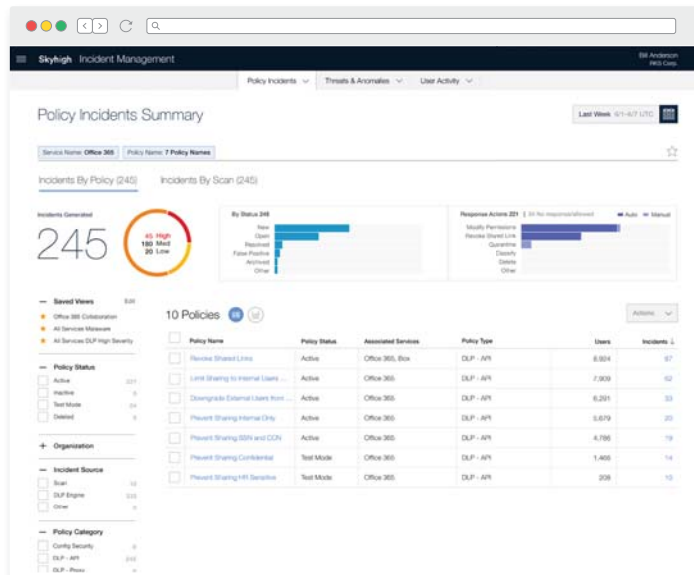
Gain complete visibility into data, context, and user behavior across all cloud services, users, and devices.

Protect

Take real-time action to enforce policies across cloud services and apply persistent data protection.

Correct

Remediate security threats by eliminating security misconfigurations and correcting high-risk user activities.



Key Use Cases

Enforce data loss prevention (DLP) policies across data in the cloud

Prevent unauthorized sharing of sensitive data to the wrong people

Block sync/download of corporate data to personal devices

Detect compromised accounts, insider threats, and malware

Encrypt cloud data with keys that only you can access

Audit and tighten the security settings of cloud services

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Platform

Unified Policy Engine

Applies unified policies to all cloud services across data at rest and in transit. Leverage policy templates, import policies from existing solutions, or create new ones.

Policy Creation Wizard

Defines customized policies using rules connected by Boolean logic, exceptions, and multi-tier remediation based on incident severity.

Pre-Built Policy Templates

Delivers out-of-the-box policy templates based on business requirement, compliance regulation, industry, cloud service, and third-party benchmark.

Cloud Registry

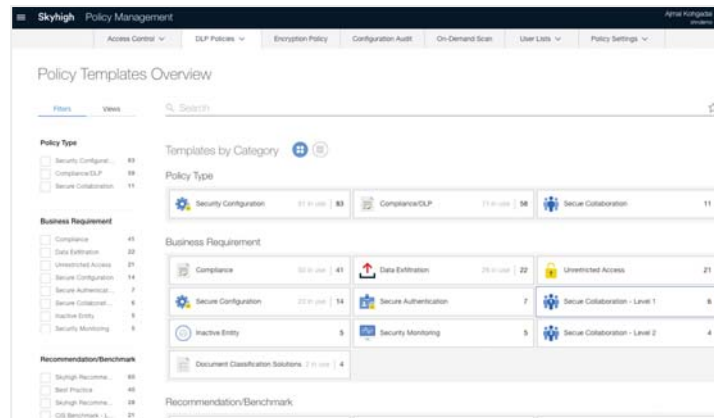
Provides the world's largest and most accurate registry of cloud services with a 1-10 CloudTrust Rating based on a 261-point risk assessment.

Privacy Guard

Leverages an irreversible one-way process to tokenize user identifying information on premises and obfuscate enterprise identity.

AI-Driven Activity Mapper

Leverages artificial intelligence to understand apps and map user actions to a uniform set of activities, enabling standardized monitoring and controls across apps.



User Behavior Analytics

Automatically builds a self-learning model based on multiple heuristics and identifies patterns of activity indicative of user threats.

Guided Learning

Provides human input to machine learning models with real-time preview showing the impact of a sensitivity change on anomalies detected by the system.

Multi-Instance Protection

Enforce a uniform set of security policies across all cloud service instances, with the ability to associate policy violations and investigate activities, anomalies, and threats at an instance level.

DATA SHEET

Detect

Content Analytics

Leverages keywords, pre-defined alphanumeric patterns, regular expressions, file metadata, document fingerprints, and database fingerprints to identify sensitive data.

Collaboration Analytics

Detects granular viewer, editor, and owner permissions on files and folders shared to individual users, everyone in the organization, or anyone with a link.

Access Analytics

Understands access context including device operating system, device management status, location, and corporate/personal accounts.

Security Configuration Audit

Discovers current cloud application or infrastructure security settings and suggests modifications to improve security based on industry best practices.

Cloud Usage Analytics

Summarizes cloud usage including cloud services in use by a user, data volumes, upload count, access count, and allowed/denied activity over time.

Account Compromise Detection

Analyzes login attempts to identify impossible cross-region access, brute-force attacks, and untrusted locations indicative of compromised accounts.

Cloud Activity Monitoring

Captures a comprehensive audit trail of all user and administrator activities to support post-incident investigations and forensics.

Insider Threat Detection

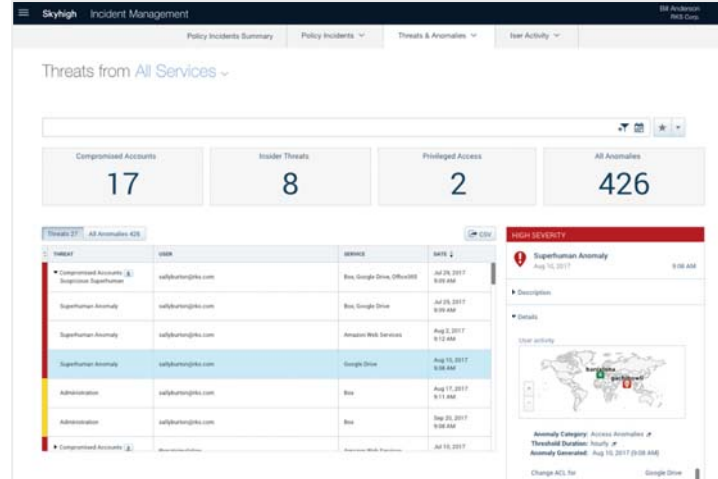
Leverages machine learning to detect activity signaling negligent and malicious behavior including insiders stealing sensitive data.

Privileged User Analytics

Identifies excessive user permissions, inactive accounts, inappropriate access, and unwarranted escalation of privileges and user provisioning.

“We use McAfee to layer security controls like data loss prevention and access control so that the easy path to collaboration is also the secure path.”

—Tim Tompkins, Senior Director of Security Innovation, Aetna



DATA SHEET

Protect

Multi-Tier Response

Defines policies with multiple levels of severity and enforce distinct response actions based on the severity level of the incident.

Quarantine

Isolates files that trigger policies in a secure administrative location within the cloud service where it was found. McAfee never stores quarantined files.

Collaboration Control

Downgrades file and folder permissions for specified users to editor or viewer, removes permissions, and revokes shared links.

Removal

Permanently removes data from cloud services that violate policy to comply with compliance regulations.

Contextual Access Control

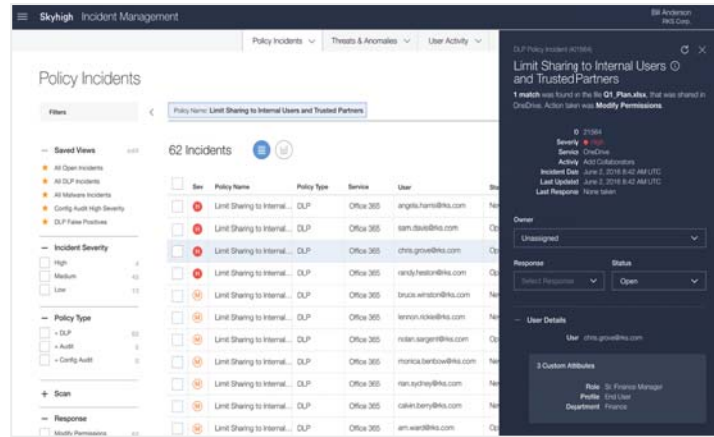
Enforces coarse allow/block access based on service-level risk and granular activity-level controls to prevent upload and download of data.

Autonomous Remediation

Coaches users to correct policy incidents, and once corrected, automatically resolves incident alerts to reduce manual review of incidents.

In-App Coaching

Coaches users in real-time within the native email, messaging, and collaboration application where the incident occurred.



Encryption

Protects sensitive data with peer-reviewed, function-preserving encryption schemes using enterprise-controlled keys for structured and unstructured data.

Information Rights Management

Applies rights management protection to files uploaded to or downloaded from cloud services, ensuring sensitive data is protected anywhere.

Policy Incident Management

Offers a unified interface to review incidents, take manual action, and rollback an automatic remediation action to restore a file and its permissions.

DATA SHEET

Correct

Adaptive Authentication

Forces additional authentication steps in real-time via integration with identity management solutions based on access control policies.

Closed-Loop Policy Enforcement

Integrates with existing firewall or web gateway to govern risky cloud service usage and activities.

Malware Detection

Identifies known signatures, sandboxes suspicious files, and detects behavior indicative of malware exfiltrating data via cloud services and ransomware.

Malware Extermination

Terminates advanced threats by permanently neutralizing and removing malware.

“McAfee’s Cloud-Native Data Security technology is helping Caesars Entertainment protect our valuable company data as we move from legacy applications to cloud applications.”

—Les Ottolenghi, Executive Vice President and CIO, Caesars Entertainment

Integration

- Data loss prevention (DLP)
- Security information and event management (SIEM)
- Secure web gateway (SWG)
- Next generation firewall (NGFW)
- Key management service (KMS)
- Access management (IDaaS)
- Information rights management (IRM)
- Enterprise mobility management (EMM/MDM)
- Directory services (LDAP)

The screenshot shows the Skyhigh Setup & Configuration interface. The main heading is "Firewall/Proxy Integration". Below this, there are three integration cards: "Blue Coat" (with a yellow "Sync" button), "McAfee Web Gateway" (with "No action required"), and "Zscaler" (with a red "Sync Suspended" indicator and a yellow "Sync" button). To the right of the Blue Coat card, there is a detailed view showing "Integration Mode: Automatic", "Email Summary: On", "Update Process: Published URL List", and "Last Sync: February 10, 2018 02:12 AM UTC". Below this, there is a section for "Approve pending changes" with a "399 Changes" indicator and an "Approve Changes" button. At the bottom, there is a "Service Group Sync Status" table.

Service Group	# Services	# URLs	Changes Since Last Sync	Approvals	Actions
DEMED - Splash	5	11	---	NO	---
Cloud Storage	156	176	199	Yes	Approve

DATA SHEET

McAfee Sky Gateway

Enforces policies inline for data in motion in real-time.

Email mode

Leverages the native mail flow to enforce policies across all messages sent by Exchange Online inline or in passive monitoring mode.

Universal mode

Sits inline between the user and cloud service and steers traffic after authentication to cover all users and all devices, without agents.

McAfee Sky Link

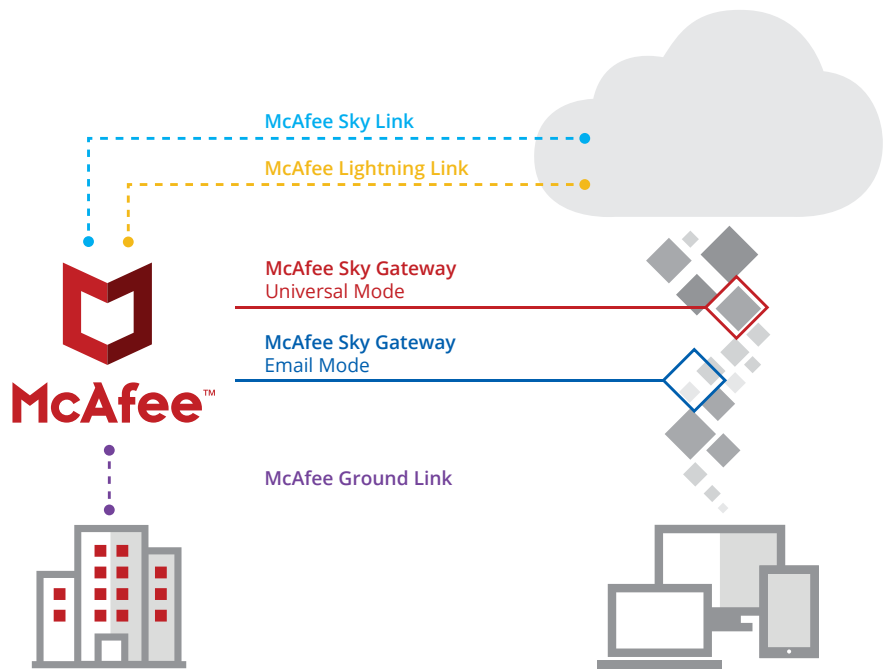
Connects to cloud service APIs to gain visibility into data and user activity, and enforce policies across data uploaded or shared in near real-time and data at rest.

McAfee Lightning Link

Establishes a direct out-of-band connection to cloud services to enforce policies in real-time with comprehensive data, user, and device coverage.

McAfee Ground Link

Brokers the connection between McAfee and on-premises LDAP directory services, DLP solutions, proxies, firewalls, and key management services.



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McAfee MVISION Cloud for Shadow IT

McAfee® MVISION Cloud for Shadow IT provides continuous visibility into all cloud services in use and their risk, compliance and governance policy enforcement, and threat protection

Key Use Cases

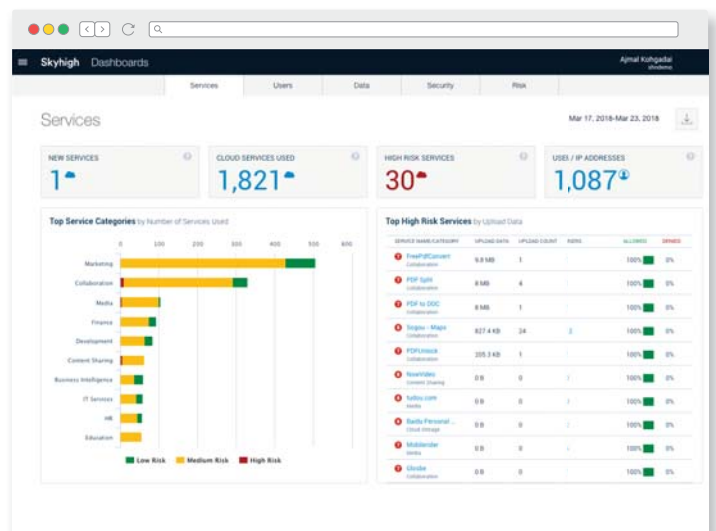
Discover all cloud services in use, their access count, security risks, and usage trends over time

Enforce acceptable-use cloud governance policies based on cloud service security risk

Expedite cloud service approval request workflow by accelerating the security assessment process

Detect and remediate policy enforcement gaps arising from proxy leakage

Gain granular visibility into user activity and block high-risk activities



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DATA SHEET

Key Features

Cloud Usage Discovery

Discovers all SaaS, PaaS, IaaS, and custom applications in use and visually summarizes traffic patterns, access count, and usage over time.

Cloud Registry

Provides the world's largest and most accurate registry of cloud services, including thousands of services uncategorized by firewalls and proxies.

CloudTrust Ratings

Assigns a risk rating for each service based on 50 attributes. Modify attribute and weights and add custom attributes to generate personalized ratings.

Cloud Service Governance

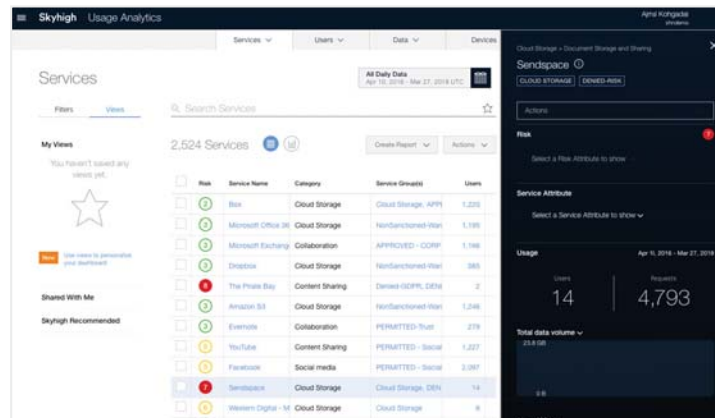
Provides a workflow to automatically or manually classify services based on risk criteria and enforces acceptable use policies through coaching and/or blocking.

Customizable Risk Scores

Provides the ability to customize and preview in real-time the risk scoring criteria for all services to match an organization's security priorities.

Cloud Enforcement Gap Analysis

Presents allowed and denied statistics and highlights gaps in cloud policy enforcement along with recommendations to close gaps.



Trend Analytics

Displays cloud service trends with 13+ months of data cross multiple categories and dimensions to identify usage patterns and facilitate governance policy creation.

“Cloud governance is about more than visibility. With McAfee, we’re creating and enforcing policies that work not only for our employees but also for IT.”

—Kevin Winter, Chief Information Officer, Booz Allen Hamilton

DATA SHEET

Cloud Service Comparison

Provides the ability to perform side-by-side comparison of cloud services across all risk attributes and usage statistics to accelerate cloud security assessment.

Customizable Views and Reports

Delivers pre-built reports and enables users to create custom views and reports, schedule periodic email reports, and download PDF, Excel, and CSV reports.

Activity Drilldown

Provides clickable drilldown to navigate from service-level upload statistics to granular user-level and event-level statistics with a complete activity feed for additional context.

Cloud SOC

Delivers a threat dashboard and incident response workflow to review and remediate insider threats, privileged user threats, and compromised accounts.

User Behavior Analytics

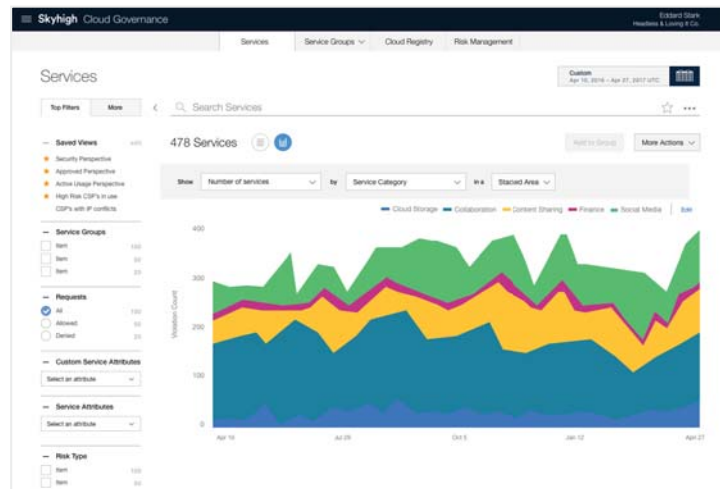
Automatically builds a self-learning model based on multiple heuristics and identifies patterns of activity indicative of user threats.

Insider Threat Detection

Leverages machine learning to detect activity signaling negligent and malicious behavior including insiders stealing sensitive data.

Threat Modeling

Correlates multiple anomalous events within a cloud service or across cloud services to accurately separate true threats from simple anomalies.



Cloud Activity Monitoring

Provides a comprehensive audit trail of all user and administrator activities to support post-incident investigations and forensics.

“When IT can bring the audit committee and executive members together and they are comfortable using the cloud, it is huge. McAfee is mitigating risk. It’s a fact.”

—Jeff Haskill, Chief Information Security Officer, AstraZeneca

DATA SHEET

Data Exfiltration Analytics

Leverages machine learning to identify traffic patterns indicative of malware or botnets exfiltrating data from on-premises systems via shadow IT cloud services.

Guided Learning

Provides human input to machine learning models with real-time preview showing the impact of a sensitivity change on anomalies detected by the system.

Unmatched IP Scanning

Analyzes outbound traffic to unknown destinations to identify malicious sites and services and enforces coarse-level governance policies.

Cloud Activity Control

Provides granular visibility into permitted shadow services and enforces activity control policies against high-risk activities.

Personal Account Control

Detects personal instances of sanctioned cloud services like Office 365 and AWS and enforces standardization on corporate variation of the service.

Privacy Guard

Leverages an irreversible one-way process to tokenize user identifying information on-premises and obfuscate enterprise identity.

Role-Based Access Control

Delivers pre-defined roles with granular and customizable permissions to manage the data and product capabilities user can access within McAfee.

Integration

- Data loss prevention (DLP)
- Security information and event management (SIEM)
- Secure web gateway (SWG)
- Next generation firewall (NGFW)
- Key management service (KMS)
- Access management (IDaaS)
- Information rights management (IRM)
- Enterprise mobility management (EMM/MDM)
- Directory services (LDAP)

The screenshot displays the Skyhigh Setup & Configuration interface for Firewall/Proxy Integration. The top navigation bar includes 'Sanctioned Services', 'User Settings', 'Infrastructure', 'Integrations', and 'Audit Log'. The main content area is titled 'Firewall/Proxy Integration' and includes an 'Edit Integration' button. Below this, there are sections for 'Blue Coat' and 'McAfee Web Gateway'. The Blue Coat section shows 'Integration Mode: Automatic', 'E-mail Summary: Off', 'Update Process: Published URL List', and 'Last Sync: February 10, 2018 02:12 AM UTC'. There is a 'Approve pending changes' button with a '399 Changes' indicator. The McAfee Web Gateway section shows 'no action required'. Below these sections is a 'Service Group Sync Status' table.

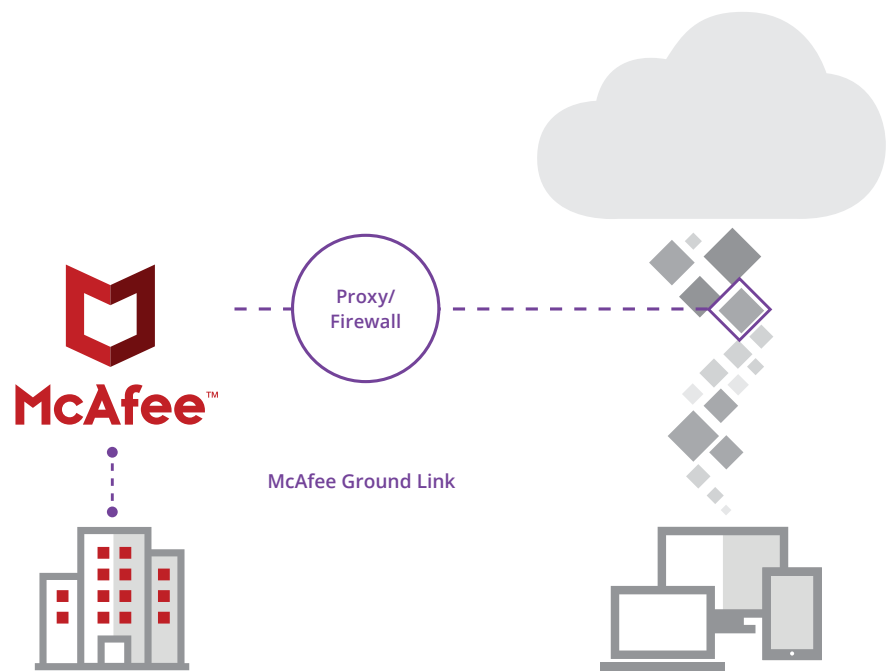
Service Group	# Services	# URLs	Changes Since Last Sync	Approvals	Actions
DENIED - Splash	5	11	--	No	--
Cloud Storage	158	176	199	Yes	Approve

DATA SHEET

McAfee Ground Link

Brokers the connection between McAfee and on-premises LDAP directory services, DLP solutions, proxies, firewalls, and key management services.

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McAfee MVISION Cloud for Azure

McAfee® MVISION Cloud for Azure is a comprehensive monitoring, auditing, and remediation solution for your Azure environment

Key Use Cases

Security configuration and compliance audit

Audit the configuration of Azure services to identify settings that are insecure or non-compliant and recommend corrective measures.

Activity monitoring

Capture a complete audit trail of all user activity enriched with threat intelligence to facilitate post-incident forensic investigations.

Threat protection

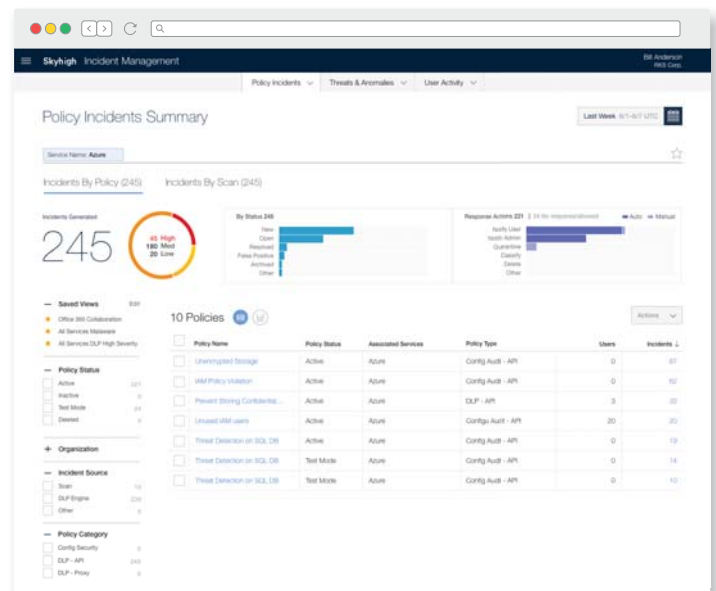
Detect threats from compromised accounts, insider threats, privileged access misuse, and malware infection.

Data loss prevention (DLP)

Enforce DLP policies for sensitive data stored in Azure Storage Containers and Blob Storage.

Unsanctioned Azure accounts discovery

Identify managed and unmanaged Azure subscriptions and enforce a uniform set of security policies across all Azure subscriptions.



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Security Configuration and Compliance Audit

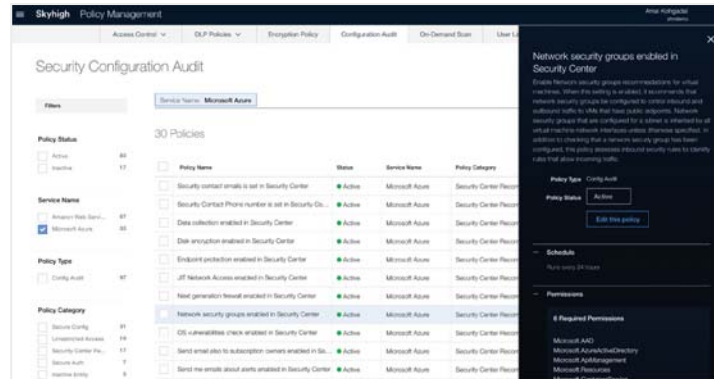
Audit and monitor the security configurations of all your Azure subscriptions to detect and correct misconfigurations to reduce risk and comply with internal and external policies.

Detect misconfigurations for:

- Virtual Machines (VMs)
- Storage services including Blobs, Files, Queue, and Table storage
- Identity and access management (IAM)
- SQL services
- Logging and monitoring services
- Network security groups

Correct misconfigured services using:

- McAfee recommended best practices derived from existing customers
- Center for Internet Security (CIS) benchmark recommendations for Azure
- Compliance recommendations for regulations such as HIPAA-HITECH, ISO, FedRAMP, ITAR, or internal compliance policies



“McAfee’s expansion of its security controls beyond SaaS is a key way IT can empower the business to fully leverage custom applications running in public IaaS, as well as having the confidence in protecting the IaaS platforms themselves.”

—David Smoley, Chief Information Officer, AstraZeneca

DATA SHEET

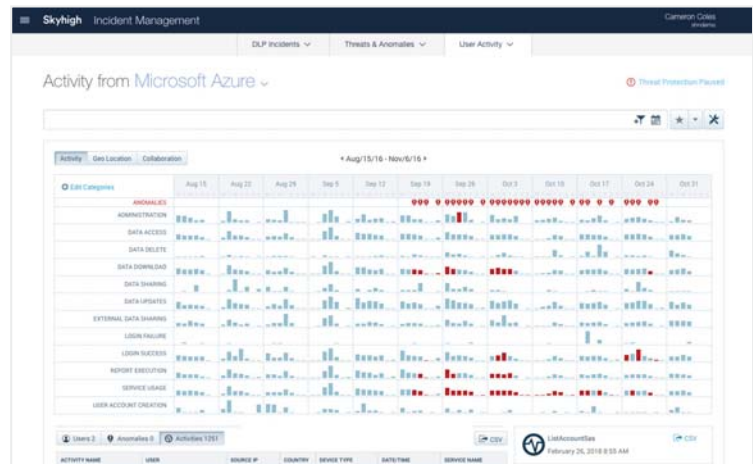
Activity Monitoring

Gain visibility into usage across managed and unmanaged Azure subscriptions and accelerate post-incident forensic investigations by capturing a comprehensive audit trail of all activity. McAfee captures hundreds of unique activity types and groups them into distinct categories for streamlined navigation. With McAfee, organizations can monitor:

- Usage of managed and unmanaged Azure subscriptions, who is accessing which services, the types of activities performed, their role, device type, geographic location, and IP address
- Inactive user accounts or former employees who retain access to Azure so their accounts can be deleted to reduce latent risk
- Successful/failed login attempts
- User account creation/deletion as well as updates to accounts by administrators

Drill down further into activity streams to investigate:

- A specific activity and all its associated users
- All activities generated by a single user
- All activities performed by users accessing via TOR or anonymizing proxy
- All activities generated by a specific source IP address or geographic location



“We now have the visibility and control we need to be able to allow access to the cloud-based tools our employees need to be competitive and efficient, without compromising our security standards.”

—Rick Hopfer, Chief Information Officer, Molina Healthcare

DATA SHEET

User Behavior Analytics and Malware Detection

McAfee uses data science and machine learning to automatically build models of typical user behavior and identifies behavior that may be indicative of a threat.

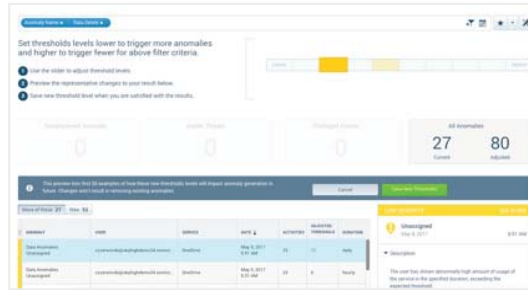
- **Insider threats:** Detect anomalous behavior across multiple dimensions including the amount of data uploaded/downloaded, volume of user action, access count, and frequency across time and cloud services.
- **Compromised accounts:** Analyze access attempts to identify impossible cross-region access, brute-force attacks, and suspicious locations indicative of a compromised account.
- **Privileged user threats:** Identify inappropriate user permissions, dormant accounts, and unwarranted escalation of user privileges and provisioning.
- **Malware:** Block known malware signatures, sandbox suspicious files, and identify behavior indicative of malware data exfiltration or ransomware activity.

“In an environment with millions of unique events each day, McAfee does a nice job of cutting through the noise and directing us to the areas of greatest security concern.”

—Ralph Loura, Chief Information Officer, HP

Supervised Machine Learning

McAfee incorporates security analyst input into machine learning models to improve accuracy. As analysts mark false positives and adjust detection sensitivity, McAfee tunes detection models.



Network Effects

With the largest installed base of any cloud security solution, McAfee leverages network effects other vendors cannot replicate. With more users, behavior models are able to more accurately detect threats.



DATA SHEET

Data Loss Prevention (DLP)

Prevent unauthorized regulated data from being stored in Azure storage services. Leverage McAfee's content analytics engine to discover sensitive data stored in Azure services based on:

- Keywords and phrases indicative of sensitive or regulated information
- Pre-defined alpha-numeric patterns with validation (e.g. credit card numbers)
- Regular expressions to detect custom alpha-numeric patterns (e.g. part numbers)
- File metadata such as file name, size, and file type
- Fingerprints of unstructured files with exact and partial or derivative match
- Fingerprints of structured databases or other structured data files
- Keyword dictionaries of industry-specific terms (e.g. stock symbols)

DLP remediation options:

- Notify the end user
- Notify an administrator
- Quarantine the file
- Delete the file

"McAfee allows us to extend DLP outside the perimeter and into the cloud and the user experience is seamless."

—Mike Benson, Chief Information Officer, DirecTV

DATA SHEET

Unified Policy Engine

McAfee leverages a central policy engine to apply consistent policies to all cloud services. There are three ways to define policies that can be enforced on new and pre-existing content, user activity, and malware threats.



Policy templates

Operationalize Azure policy enforcement with pre-built templates based on industry, security use case, and benchmark.



Policy import

Import policies from existing security solutions or policies from other McAfee customers or partners.



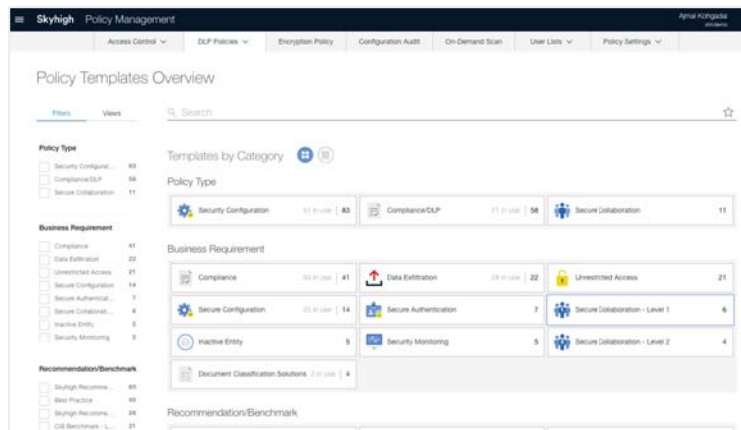
Policy creation wizard

Create a custom policy with Boolean logic to conform to any corporate or regulatory requirement.

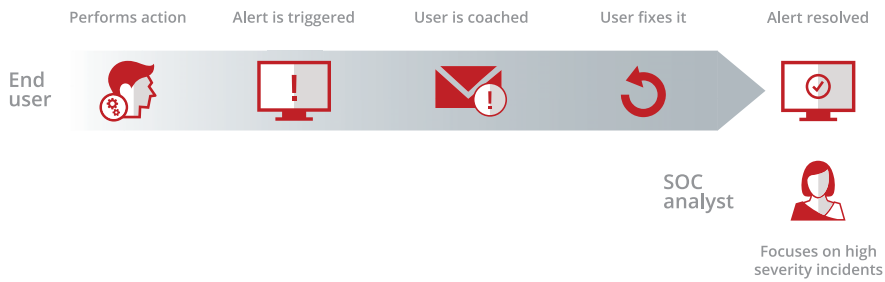
- Combine DLP, collaboration, and access rules to enforce granular policies
- Flexible policy framework leverages triggers and response actions
- Build policies using Boolean logic and nested rules and rule groups
- Enforce multi-tier remediation based on the severity of the incident
- Selectively target or exclude specific users and define exception rules

“With McAfee we were able to implement cloud security policies without impacting business user productivity.”

—Brian Lillie, Chief Information Officer, Equinix



DATA SHEET



Incident Response Management

McAfee's incident response management console offers a unified interface to triage and resolve incidents. With McAfee, organizations can:

- Identify a single policy and all users violating it
- Analyze all policy violations by a single user
- Review the exact content that triggered a violation
- Take manual action, such as quarantining a file
- Rollback an automatic remediation action to restore a file and its permissions

McAfee streamlines incident response through autonomous remediation that:

- Provides end-user coaching and in-app notifications of attempted policy violations
- Enables end users to self-correct the policy violation and resolve the incident alert
- Dramatically reduces manual incident review by security analysts by 97%

Integrations

McAfee integrates with your existing security solutions including the leading vendors in:

- Data loss prevention (DLP)
- Security information and event management (SIEM)
- Secure web gateway (SWG)
- Next-generation firewall (NGFW)
- Access management (AM)
- Information rights management (IRM)
- Enterprise mobility management (EMM/MDM)

DATA SHEET

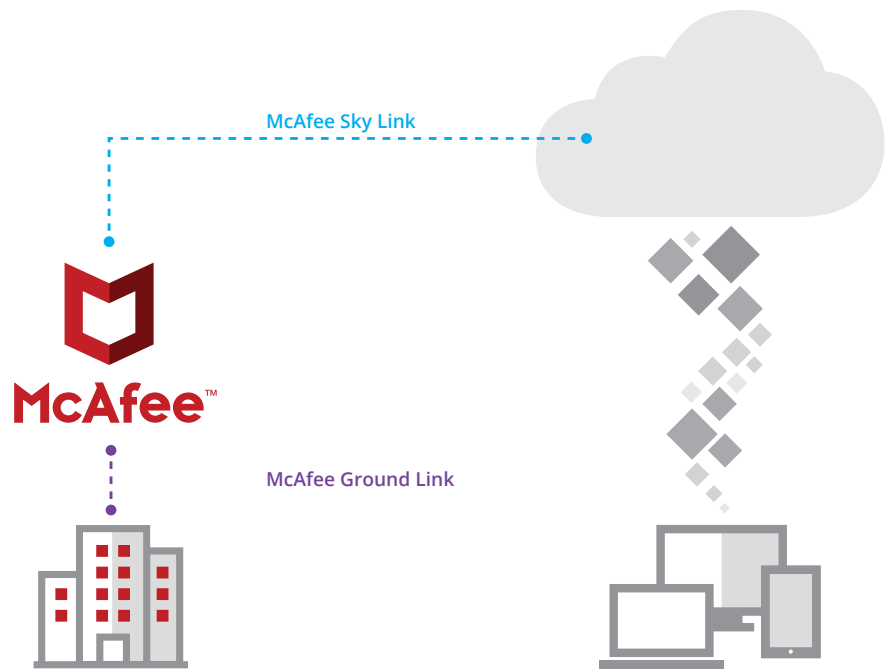
McAfee Sky Link

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