

TIPS VENDOR AGREEMENT

Between

SHI Government Solutions and

(Company Name)

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

General Information

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor’s proposal. Once signed, if an awarded vendor’s proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail unless otherwise specifically agreed in writing by the parties.

A Purchase Order, Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed to between the vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some of the addendums possible.

Terms and Conditions

Freight

All quotes to members shall provide a line item for cost for freight or shipping regardless if there is a charge or not. If no charge for freight or shipping, indicate by stating “No Charge” or “\$0”, “included in price” or other similar indication. Otherwise, all shipping, freight or delivery changes shall be passed through to the TIPS Member at cost with no markup and said charges shall be agreed by the TIPS Member.

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

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

Tax exempt status

Most TIPS Members are tax exempt and the related laws and/or regulations of the controlling jurisdiction(s) of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior notification of TIPS. Written approval of TIPS shall not be unreasonably withheld. Payment for delivered goods and services can only be made to the awarded Vendor, Vendor designated reseller or vendor assigned company.

Disclosures

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

2. Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
3. The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Renewal of Agreements

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

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

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

Shipments

The Vendor shall ship, deliver or provide ordered products or services within a commercially reasonable time after the receipt of the order from the TIPS Member. If a delay in said delivery is anticipated, the Vendor shall notify TIPS Member as to why delivery is delayed and shall provide an estimated time for completion of the order. TIPS or the requesting entity may cancel the order if estimated delivery time is not acceptable or not as agreed.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx or similarly identifying the Agreement. Each invoice or pay request shall include the TIPS Member's purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

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

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report or as otherwise agreed by the parties. Vendor must login to the TIPS database and use the "Submission Report" section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS.

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

Indemnity and Limitation of Liability

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

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons

(including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, 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, or subcontractors. 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. For the avoidance of doubt, the indemnity obligations set forth in this paragraph shall not apply in any way to harm arising out of any third party products, software and/or services resold by Vendor under this agreement.

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; 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 is reseller of software published by other companies and does not indemnify End User, TIPS Member pursuant to the use of resold software licensing and End User, TIPS Member relies on the license agreement between the End User, TIPS Member, to protect the End User, TIPS Member.

Security of Premises, Equipment, Data and Personnel

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

RESERVATION OF RIGHTS - TIPS expressly reserves the right to:

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

Termination for Non-Appropriation

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

State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the Agreement or in any other communication between TIPS and the Vendor may be construed as a guarantee that TIPS or TIPS Members will submit any orders at any time. TIPS reserves the right to request additional proposals for items or services already on Agreement at any time.

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations

2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement number.

Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded vendor delivers goods/services directly to the participating member.
- Awarded vendor invoices the participating TIPS Member directly.
- Awarded vendor receives payment directly from the participating member.
- Awarded vendor reports sales monthly to TIPS (unless prior arrangements have been made with TIPS for an alternative submission schedule).

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIS Members reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation. **Novation**

If awarded vendor sells or transfers all assets or the entire portion of the assets used to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor.

Site Requirements (only when applicable to service or job)

Cleanup: Awarded vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by TIPS Member. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Awarded vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order.

Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded vendor agrees that no employee of a sub-contractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present. Awarded vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified,

compliance with this term will be provided at no additional charge. Safety measures: Awarded vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking

Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes or policies.

Marketing

With Vendor's prior written consent, 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, in a reasonable manner, during normal business hours, 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, except third party contingent fee auditors, 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.

DISCLAIMER:

EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, VENDOR HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY A THIRD PARTY VENDOR.

RETURN POLICY:

Any returns of third party products, software, hardware or peripherals furnished by Vendor shall be governed by Vendor's return policy located at: www.SHIDirect.com/ReturnPolicy

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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TIPS Vendor Agreement Signature Form

RFP 190103 Web and Cloud Computing Services

Company Name SHI Government Solutions
Address 1301 S. MoPac Expressway, Suite 375
City Austin State TX Zip 78746
Phone (800) 870-6079 Fax (512) 732-0232
Email of Authorized Representative darek_awas@shi.com
Name of Authorized Representative Darek Awas
Title Sr. Contracts Specialist
Signature of Authorized Representative *Darek Awas*
Date 5/8/2019
TIPS Authorized Representative Name Meredith Barton
Title Chief Operating Officer
TIPS Authorized Representative Signature *Meredith Barton*
Approved by ESC Region 8 *David Wayne Fitts*
Date 5/18/2020

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

TIPS VENDORS RESPOND TO ATTRIBUTE QUESTIONS AS PART OF TIPS COMPETITIVE SOLICITATION PROCESS. THE VENDOR'S RESPONSES TO ATTRIBUTE QUESTIONS ARE INCLUDED HEREIN AS "SUPPLIER RESPONSE." PLEASE BE ADVISED THAT DEVIATIONS, IF ANY, IN VENDOR'S RESPONSE TO ATTRIBUTE QUESTIONS MAY NOT REFLECT VENDOR'S FINAL ATTRIBUTE RESPONSE, WHICH IS SUBJECT TO NEGOTIATIONS PRIOR TO AWARD. PLEASE CONTACT THE TIPS OFFICE AT 866-839-8477 WITH QUESTIONS OR CONCERNS REGARDING VENDOR ATTRIBUTE RESPONSE DEVIATIONS. PLEASE KEEP IN MIND THAT TIPS DOES NOT PROVIDE LEGAL COUNSEL TO MEMBERS. TIPS RECOMMENDS THAT YOU CONSULT YOUR LEGAL COUNSEL WHEN EXECUTING CONTRACTS WITH OR MAKING PURCHASES FROM TIPS VENDORS.



200105 Addendum 2 SHI Government Solutions Supplier Response

Event Information

Number: 200105 Addendum 2
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/9/2020
Deadline: 2/21/2020 03:00 PM (CT)

Contact Information

Contact: Kristie Collins
Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Fax: +1 (866) 839-8472
Email: bids@tips-usa.com

SHI Government Solutions Information

Contact: Texas Team
Address: 1301 South Mo-Pac Expressway Ste 375
Austin, TX 78746
Phone: (800) 870-6079
Toll Free: (800) 870-6079
Email: texas@shi.com

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

Victoria Pubylski

Signature

Submitted at 2/19/2020 4:40:15 PM

Victoria_Pubylski@shi.com

Email

Supplier Note

Thank you for the opportunity to participate in The Interlocal Purchasing System (TIPS)'s RFP 200105 for Technology Solutions, Products and Services. Should you have any questions regarding our response, please contact Victoria Pubylski at Victoria_Pubylski@shi.com or 512-983-6502. Thank you for your consideration, and know we look forward to continuing our relationship with TIPS!

Requested Attachments

Vendor Agreement

[200105_Vendor_Agreement_SHI.pdf](#)

The vendor must download the Vendor Agreement from the attachment tab, fill in the requested information and upload the completed agreement.

DO NOT UPLOAD encrypted or password protected files.

Agreement Signature Form

[200105_Agreement_Signature_Form.pdf](#)

If you have not taken exception or deviation to the agreement language in the solicitation attributes, download the AGREEMENT SIGNATURE FORM from the "ATTACHMENTS" tab. This PDF document is a fillable form. Download the document to your computer, fill in the requested company information, print the file, SIGN the form, SCAN the completed and signed AGREEMENT SIGNATURE FORM, and upload here.

If you have taken exception to any of the agreement language and noted the exception in the deviations section of the attributes for the agreement, complete the AGREEMENT SIGNATURE FORM, but DO NOT SIGN until those deviations have been negotiated and resolved with TIPS management. Upload the unsigned form here, because this is a required document.

Pricing Spreadsheet #1

[200105_Pricing_form_1_SHI.xlsx](#)

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

Pricing Spreadsheet #2

[200105_Pricing_form_2_SHI.xlsx](#)

The vendor must download the PRICING SPREADSHEET SHEET from the attachment tab, fill in the requested information and upload the completed spreadsheet.

DO NOT UPLOAD encrypted or password protected files.

References

[TIPS_200105_Reference_Form_SHI.xls](#)

The vendor must download the References spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet. DO NOT UPLOAD encrypted or password protected files.

Proposed Goods and Services

TIPS 200105_SHI Response_Proposed Goods and Services.pdf

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

Resellers/Dealers - COMPLETE AND UPLOAD ONLY IF YOU HAVE RESELLER OF YOUR GOODS OR SERVICES PROPOSED

Reseller_Dealers_Sheet_SHI.xlsx

If the PROPOSING vendor has resellers that will be selling for the vendor UNDER this contract, the vendor must download the Resellers/Dealers spreadsheet from the attachment tab, fill in the requested information and upload the completed spreadsheet.
DO NOT UPLOAD encrypted or password protected files.

HUB Subcontracting Plan Form OPTIONAL

HUB_Subcontracting_Plan_Form_SHI.pdf

Completion of the HUB Subcontracting Plan Form is OPTIONAL. THE FORM INFORMATION HAS NO EFFECT ON YOUR EVALUATION SCORE. IT IS INFORMATIONAL ONLY. Some Texas State agencies and Universities require it be a part of the file when determining if they can use a TIPS contract. If you choose to complete one, it is not project specific but the general plan the vendor would use. Complete it as best you can.
Vendor can download the HUB Subcontracting Plan Form from the "Attachments" tab and upload their HUB Subcontracting Plan Form.

D/M/WBE Certification OPTIONAL

SHIGovernmentSolutionsCertificate2019.pdf

D/M/WBE Certification documentation may be scanned and uploaded if you desire to claim your status as one of the identified enterprises. (Disadvantaged Business Enterprise, Minority Business Enterprise and/or Woman Business Enterprise) If vendor has more than one certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

HUB Certification OPTIONAL

HUB Certificate - valid until APR 2020.pdf

HUB Certification documentation may be scanned and uploaded if you desire to document your status as a HUB company. (Historically Underutilized Business) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Warranty

Warranty Information.pdf

Warranty information (if applicable) must be scanned and uploaded. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Supplementary

No response

Supplementary information may be scanned and uploaded. (Company information, brochures, catalogs, etc.) (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

All Other Certificates

No response

All Other Certificates (if applicable) must be scanned and uploaded. If vendor has more than one other certification scan into one document. (PDF Format ONLY)
DO NOT UPLOAD encrypted or password protected files.

Logo and Other Company Marks

SHI-GS Logo.JPG

If you desire, 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 Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 25 px - .png, .eps, .jpeg preferred

Conflict of Interest Form CIQ- ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS
Conflict of Interest Form for Vendors that are required to submit the form. The Conflict of Interest Form is included in the Base documents or can be found at <https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>.

**Certificate of
Corporate Offerer -
COMPLETE ONLY IF
OFFERER IS A
CORPORATION**

CERTIFICATION_OF_CORPORATE_OFFERER_FORM_w Signature Authorization Letter.pdf

COMPLETE AND UPLOAD FORM IN ATTACHMENTS SECTION ONLY IF OFFERER IS A CORPORATION

Disclosure of Lobbying Activities Standard Form LLL

No response

ONLY IF you answered "I HAVE Lobbied per above" to attribute #66, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.

Confidentiality Form

CONFIDENTIALITY_CLAIM_FORM_rev111819RP_Signed.pdf

REQUIRED CONFIDENTIALITY FORM. Complete the form according to your company requirements, make any desired attachments and upload to the appropriate section under "Response Attachments" THIS FORM DETERMINES HOW ESC8/TIPS RESPONDS TO LEGAL PUBLIC INFORMATION REQUESTS.

Response Attachments

TIPS RFP Vendor Agreement (Exceptions)2.18.20.docx

SHI Exceptions to Terms and Conditions - Vendor Agreement

Bid Attributes

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)

No response

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.)

SHI Government Solutions is a provider of computer software, hardware, cloud, peripherals, networking products, accessories and a broad range of IT professional services.

6 Primary Contact Name

Primary Contact Name

Texas Team

7 Primary Contact Title

Primary Contact Title

Inside Sales Team

8 Primary Contact Email

Primary Contact Email

texas@shi.com

9 Primary Contact Phone

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

8008706079

10 Primary Contact Fax

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

5127320232

11 Primary Contact Mobile

Enter 10 digit phone number. (No dashes or extensions)

Example: 8668398477

8008706079

12 Secondary Contact Name

Secondary Contact Name

SHI Inside Sales

13 Secondary Contact Title

Secondary Contact Title

SHI Inside Sales

14 Secondary Contact Email

Secondary Contact Email

texas@shi.com

15	Secondary Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8887648888"/>
16	Secondary Contact Fax Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="5127320232"/>
17	Secondary Contact Mobile Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8887648888"/>
18	Admin Fee Contact Name Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS. <input type="text" value="Keith Markowski"/>
19	Admin Fee Contact Email Admin Fee Contact Email <input type="text" value="Keith_Markowski@shi.com"/>
20	Admin Fee Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="7328688846"/>
21	Purchase Order Contact Name Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS. <input type="text" value="Texas Team"/>
22	Purchase Order Contact Email Purchase Order Contact Email <input type="text" value="texas@shi.com"/>
23	Purchase Order Contact Phone Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477 <input type="text" value="8008706079"/>
24	Company Website Company Website (Format - www.company.com) <input type="text" value="https://texas.gs.shi.com/"/>
25	Federal ID Number: Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789) <input type="text" value="22-3695478"/>

2 6	Primary Address Primary Address <div style="border: 1px solid black; padding: 2px;">1301 S. MoPac Expressway, Suite 375</div>
2 7	Primary Address City Primary Address City <div style="border: 1px solid black; padding: 2px;">Austin</div>
2 8	Primary Address State Primary Address State (2 Digit Abbreviation) <div style="border: 1px solid black; padding: 2px;">TX</div>
2 9	Primary Address Zip Primary Address Zip <div style="border: 1px solid black; padding: 2px;">78746</div>
3 0	Search Words: <p>Please list search words to be posted in the TIPS database about your company that TIPS website users might search. Words may be product names, manufacturers, or other words associated with the category of award. YOU MAY NOT LIST NON-CATEGORY ITEMS. (Limit 500 words) (Format: product, paper, construction, manufacturer name, etc.)</p> <div style="border: 1px solid black; padding: 5px;"> SHI, Computer, Software, SaaS, Software as a Service, Hardware, Networking, Peripherals, IT, IT Professional Services, Services, IT Services, Cloud, Data Center, Security, Cybersecurity, Virtual Reality, Tablet, Notebook, Desktop, Laptop, Hard Drive, Thin Client, PC Components, PC Accessories, Memory, Displays, Projector, Digital Signage, IT Equipment, A/V Equipment, Storage, Software Defined Storage, WAN, LAN, Surveillance, Cameras, Body Worn Cameras, Printer, Scanner, Imaging, Access Points, Router, Routers, Education, Government, Dell, EMC, Dell EMC, HP, HPE, Aruba, Hewlett Packard, NetApp, Nutanix, Mimecast, Microsoft, Surface, Adobe, Apple, Lenovo, VMware, Airwatch, Veeam, Power, UPS, Battery, AWS, Amazon Web Services, Google, Google Cloud, Azure, IBM, APC, Eaton, Vertiv, McAfee, Splunk, Forcepoint, Trend Micro, Red Hat, MicroFocus, Palo Alto, Pure Storage, Cisco, Cylance, Acer, Asus, CommVault, KnowBe4, Proofpoint, ServiceNow, SentinelOne, Symantec, Thycotic, Carbon Black, LG, Logitech, Samsung, ViewSonic, RSA, CrowdStrike, SolarWinds, Tableau, NEC, Quest, Citrix, Cohesity, Lifecycle Services, End User Computing, Training, Project Management, Identity and Access Management, Application Security, Cloud Security, Migration, Installation, Warranty, Mobility, Unified Communications, System Management, Infrastructure, Data Protection, Colocation, Backup, Disaster Recovery, Veritas, Sophos, Unitrends, Tripp Lite, SonicWall, Fortinet, Fujitsu, Canon, Intel, Epson, Nuance, MobileIron, Okta, Zerto, Zscaler, TeamViewer, C2G, Ergotron, Honeywell, Nimble, Pure Storage, Druva, Avaya, Poly, Polycom, Zoom Video, Carbonite, Simplivity, Tintri, OneLogin, Informatica, Zendesk, Centrify, Dropbox, Box, F5, Mobile Device Management, Mobile App Management, Egnyte, Accellion, Cherwell, IT Asset Management, Virtualization, HyperConverged Infrastructure, Collaboration, Lifesize, Data Protection, Telephony, Conferencing, Smart Phone, Jabra, Kensington, Kingston, Belkin, Switches, Load Balancing, Firewall, Brocade, Ruckus Wireless, Aerohive, Extreme Networks, Juniper, Kemp, Blue Coat, Barracuda, Riverbed, NetScout, Servers, Server, Supermicro, End Point Security, Converged Infrastructure, Public Cloud, Private Cloud, Hybrid Cloud, CA Technologies, Shot Detection Software, Cooling, Datacenter, Archiving, Arcserve, Replication, Business Continuity, E-Discovery, Software Management, Device as a Service, Encryption, Data Loss Prevention, DLP, Compliance, Web Gateway, Web Filtering, Email Gateway, Check Point, Intrusion Prevention, Information Security Management, ISM, Single Sign-On, Authentication, Multi-Factor Authentication, Multifactor Authentication, Event Management, Access Management, Identity, Management, IAM, Tenable, RSA, MacBook, iPad, iPhone, Email Security Appliance, Web Security Appliance, Cloud Email Security, Latitude, PowerEdge, OpenStack, vSphere, eDiscovery, Elite, MFD, MFP, ThinkPad, ThinkCentre, Hyper-V, Flash Storage, All Flash Arrays, Video Wall, Interactive White Board, Endpoint Encryption, Access Manager, Replication, Workspace One, Horizon, vRealize, vCloud, vCloud Air, Big Data, Cloud Optimization, Workload Migration, App Modernization, Infrastructure Modernization, Storage and Disaster Recovery, HUB, M/WBE, Technical Support, Maintenance, Renewals, Asset Disposal, Software Platform, Chromebook, Whiteglove services, Solution Architect, IT Assessments, Configuration Services, Asset Recovery, Penetration Testing, Security Posture Review, Compliance Assessment, Social Engineering Assessment, Asset Management, Software License Management, Gaming, Esports </div>

3
1

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?

3
2

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?

3
3

Company Residence (City)

Vendor's principal place of business is in the city of?

3
4

Company Residence (State)

Vendor's principal place of business is in the state of?

3
5

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

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%.

3
6**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.

3
7**Yes - No**

Vendor agrees to remit to TIPS the required administration fee?

TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.

3
8**Yes - No**

Do you offer additional discounts to TIPS members for large order quantities or large scope of work?

3
9**Years Experience**

Company years experience in this category? This is an evaluation criterion worth a maximum of 10 points. See RFP for more information.

4
0**Resellers:**

Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS.

EXAMPLE: BIGmart is a reseller of ACME brand televisions. If ACME were a TIPS awarded vendor, then ACME would list BIGmart as a reseller.

(If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.

4
1**Pricing discount percentage are guaranteed for?**

Does the vendor agree 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?

4
2**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?

4
3**NON-COLLUSIVE BIDDING CERTIFICATE**

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

- 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor;
- 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor;
- 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf.

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

4
4**CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement?**

Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO

If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS.

You may find the Blank CIQ form on our website at:

Copy and Paste the following link into a new browser or tab:

<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>

There is an optional upload for this form provided if you have a conflict and must file the form.

No

4
5**Filing of Form CIQ**

If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above?

No response

4
6**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

4
7**Regulatory Standing**

Regulatory Standing explanation of no answer on previous question.

No response

Antitrust Certification Statements (Tex. Government Code § 2155.005)

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:

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

Suspension or Debarment Instructions

Instructions for Certification:

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

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive

Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and 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.

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

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

(Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities)

All U.S. Departments, including the USDA are equal opportunity provider, employer, and lender.

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

5 2 2 CFR PART 200 Contract Provisions Explanation

Required Federal contract provisions of Federal Regulations for Contracts for contracts with ESC Region 8 and TIPS Members:

The following provisions are required to be in place and agreed if the procurement is funded in any part with federal funds.

The ESC Region 8 and TIPS Members are the subgrantee or Subrecipient by definition. Most of the provisions are located in 2 CFR PART 200 - Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards at 2 CFR PART 200. Others are included within 2 CFR part 200 et al.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

5 3 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does vendor agree?

5 4 2 CFR PART 200 Termination

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserves the right to terminate any agreement in excess of \$10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS.

Does vendor agree?

5
5**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).

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?

5
6**2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies to the terms included or referenced herein.

Does vendor agree?

5
7**2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

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

5 2 CFR PART 200 Procurement of Recovered Materials

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

Yes

5 9 Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

I HAVE NOT Lobbied per above

6 0 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.

6
1

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?

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.

YES

6
2

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.

YES

6
3

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 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?

6
4

Remedies

The parties shall be entitled to exercise any right or remedy available to it either at law or in equity, subject to the choice of law, venue and service of process clauses limitations agreed herein. Nothing in this agreement shall commit the TIPS to an arbitration resolution of any disagreement under any circumstances. Any Claim arising out of or related to the Contract, except for those specifically waived under the terms of the Contract, may, after denial of the Board of Directors, be subject to mediation at the request of either party. Any issues not resolved hereunder MAY be referred to non-binding mediation to be conducted by a mutually agreed upon mediator as a prerequisite to the filing of any lawsuit over such issue(s). The parties shall share the mediator's fee and any associated filing fee equally. Mediation shall be held in Camp or Titus County, Texas. Agreements reached in mediation shall be reduced to writing, and will be subject to the approval by the District's Board of Directors, signed by the Parties if approved by the Board of Directors, and, if signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Do you agree to these terms?

6
5

Remedies Explanation of No Answer

6
6

Choice of Law

The agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.
THIS DOES NOT APPLY to a vendor's agreement entered into with a TIPS Member, as the Member may be located outside Texas.

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

Yes

6
7

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 waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.

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

Yes

6
8

Infringement(s)

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

Do you agree to these terms?

Yes, I Agree

6
9

Infringement(s) Explanation of No Answer

No response

7
0

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 Local 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

7
1

Payment Terms and Funding Out Clause

Payment Terms:

TIPS or TIPS members shall not be liable for interest or late payment fees on past due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding Out Clause:

Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

See statute(s) for specifics or consult your legal counsel.

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

Do you agree to these terms?

7
2

Insurance and Fingerprint Requirements Information

Insurance

If applicable and your staff will be on TIPS member premises for delivery, training or installation etc. and/or with an automobile, you must carry automobile insurance as required by law. You may be asked to provide proof of insurance.

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

If the vendor has staff that meet both of these criterion:

(1) will have continuing duties related to the contracted services; and

(2) has or will have direct contact with students

Then you have "covered" employees for purposes of completing the attached form.

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

NONE (Section A) of the employees of Contractor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Contractor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided.

OR

SOME (Section B) or all of the employees of Contractor and any subcontractor are covered employees. If this box is checked, I further certify that:

(1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.

(2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.

(3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.

(4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

Noncompliance or misrepresentation regarding this certification may be grounds for contract termination.

☐ None

7
4

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.

7
5

Texas Government Code 2270 Verification Form

Texas Government Code 2270 Verification Form

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

YES

7
6**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

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)

7
7**Solicitation Deviation/Compliance**

Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?

7
8**Solicitation Exceptions/Deviations Explanation**

If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.

TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.

In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.

7
9**Agreement Deviation/Compliance**

Does the vendor agree with the language in the Vendor Agreement?

8
0**Agreement Exceptions/Deviations Explanation**

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.

8
1**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.

Select A., B. or C.

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable.

OR B. My firm is not owned nor operated by anyone who has been convicted of a felony, OR

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. (if you answer C below, you are required to provide information in the next attribute.

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

8
2**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).

No response

8
3**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 to 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

8
4**Required Confidentiality Claim Form**

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the “Attachments” section, complete according to the instructions on the form, then uploading the completed form, with any confidential attachments, if applicable, to the “Response Attachments” section titled “Confidentiality Form” in order to provide to TIPS the completed form titled, “CONFIDENTIALITY CLAIM FORM”. By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email Rick Powell at TIPS at rick.powell@tjps-usa.com

8
5**Choice of Law clauses with TIPS Members**

If the vendor is awarded a contract with TIPS under this solicitation, the vendor agrees to make any Choice of Law clauses in any contract or agreement entered into between the awarded vendor and with a TIPS member entity to read as follows: "Choice of law shall be the laws of the state where the customer resides" or words to that effect.

8
6**Venue of dispute resolution with a TIPS Member**

In the event of litigation or use of any dispute resolution model when resolving disputes with a TIPS member entity as a result of a transaction between the vendor and TIPS or the TIPS member entity, the Venue for any litigation or other agreed upon model shall be in the state and county where the customer resides unless otherwise agreed by the parties at the time the dispute resolution model is decided by the parties.

8
7**Automatic renewal of contracts or agreements with TIPS or a TIPS member entity**

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities. Because TIPS and TIPS members are governmental entities subject to laws that control appropriations of funds during their fiscal years for contracts and agreements to provide goods and services, does the Vendor agree to limit any automatic renewal clauses of a contract or agreement executed as a result of this TIPS solicitation award to not longer than "month to month" and at the TIPS contracted rate.

8
8**Indemnity Limitation with TIPS Members**

Texas and other states restrict by law or state Constitution the ability of a governmental entity to indemnify others. TIPS requires that any contract entered into between a vendor and TIPS or a TIPS Member as a result of an award under this Solicitation limit the requirement that the Customer indemnify the Vendor by either eliminating any such indemnity requirement clauses in any agreements, contracts or other binding documents **OR** by prefacing all indemnity clauses required of TIPS or the TIPS Member entity with the following: "To the extent permitted by the laws or the Constitution of the state where the customer resides, ".

Agreement is a required condition to award of a contract resulting from this Solicitation.

8
9**Arbitration Clauses**

Except for certain circumstances, TIPS forbids a mandatory arbitration clause in any contract or agreement entered into between the awarded vendor with TIPS or a TIPS member entity. Does the vendor agree to exclude any arbitration requirement in any contracts or agreement entered into between TIPS or a TIPS member entity through an awarded contract with TIPS?

9
0**Required Vendor Sales Reporting**

By responding to this Solicitation, you agree to report to TIPS all sales made under any awarded Agreement with TIPS. Vendor is required to report all sales under the TIPS contract to TIPS. If the TIPS Member entity requesting a price from the awarded Vendor requests the TIPS contract, Vendor must include the TIPS Contract number on any communications with the TIPS Member entity. If awarded, you will be provided access to the Vendor Portal. To report sales, login to the TIPS Vendor Portal and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. 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.

REFERENCES

SHI Government Solutions

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

You may provide more than three (3) references.

[illegible]

CERTIFICATION BY CORPORATE OFFERER

COMPLETE ONLY IF OFFERER IS A CORPORATION,

THE FOLLOWING CERTIFICATE SHOULD BE EXECUTED AND INCLUDED AS PART OF PROPOSAL FORM/PROPOSAL FORM.

OFFERER: SHI Government Solutions

(Name of Corporation)

Victoria Pubyalski
I, (Name of Corporate Secretary) _____ certify that I am the Secretary of the Corporation

named as OFFERER herein above; that

Victoria Pubylski

(Name of person who completed proposal document)

who signed the foregoing proposal on behalf of the corporation offerer is the authorized person that is acting as

Program Manager

(Title/Position of person signing proposal/offer document within the corporation)

of the said Corporation; that said proposal/offer was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

CORPORATE SEAL if available

Victoria Pubyolski
SIGNATURE

SIGNATURE

2/13/2020

DATE _____

Required Confidential Information Status Form

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 attach 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 all the confidential information in the submitted proposal. 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. Upon your claim and your defense to the Office of Texas Attorney General is required to make the final determination whether the information submitted by you and held by ESC8 and TIPS is confidential and exempt from public disclosure.

SHI Government Solutions**Name of company**

Victoria Pubylski, Program Manager

Printed Name and Title of authorized company officer declaring below the confidential status of material

1301 S. MoPac Expressway, Suite 375 Austin TX 78746 800-870-6079

Address**City****State****ZIP****Phone****ALL VENDORS MUST COMPLETE THE ABOVE SECTION.**

I DO CLAIM parts of my proposal to be confidential and DO NOT desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. 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.

ATTACHED ARE COPIES OF 2 PAGES OF CLAIMED CONFIDENTIAL MATERIAL FROM OUR PROPOSAL THAT WE DEEM TO BE NOT PUBLIC INFORMATION AND WILL DEFEND THAT CLAIM TO THE TEXAS ATTORNEY GENERAL IF REQUESTED WHEN A PUBLIC INFORMATION REQUEST IS MADE FOR OUR PROPOSAL.

Signature Victoria Pubylski Digitally signed by Victoria Pubylski
Date: 2020.02.13 14:37:20 -06'00' Date 2/13/2020

OR -----

I DO NOT CLAIM any of my proposal to be confidential, complete the section below.

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.

Signature _____ Date 2/13/2020

WARRANTY INFORMATION

SHI Government Solutions will pass on any included Manufacturer (OEM) warranties at the time of purchase. In addition, we will educate the end-user on any and all available extended warranty, maintenance, and service programs at the time of quote. Should the customer have the need to use the warranty SHI can facilitate the interaction between the customer and the OEM. We will gladly provide any contact information, process information, or assist in escalating with the OEM when necessary.

SHI also offers several options to support original Manufacturer warranties. These standard warranties typically offer limited, short-term coverage and can result in unexpected downtime and expensive repairs. SHI can offer 3rd party, non-manufacturer warranties that will allow our customers to extend the life of mission critical devices with world-class service and support.

Our Enterprise Warranty Services will extend the life of your technology investment and will keep your systems – and your business – running at peak performance.

The benefits of our Enterprise Warranties include:

- Coverage up to 5 years;
- 24/7 technical support;
- U.S.-based call center;
- Global support capabilities;
- 100% coverage for commercial use, parts, labor, and accidental damage;
- \$0 deductible.

In addition, SHI provides comprehensive, flexible coverage for Product Protection that goes beyond a manufacturer's limited warranty and that provides:

- 100% coverage on parts and labor, normal wear and tear, and power surges;
- "No Lemon" guarantee;
- Replacement for products that are beyond repair;
- No deductibles, hidden fees, or surprise charges;
- Commercial use.

Your SHI Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where you need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens.

Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use!

If you maintain equipment under a warranty that is about to expire - or already has expired - SHI's post-warranty and maintenance agreements keep you covered. Our field engineers serve as an extension of your IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.

We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to your organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.

In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support your needs, no matter where the equipment is located.



Innovative Solutions. World Class Support.



The Interlocal Purchasing System (TIPS)

RFP 200105 Technology Solutions, Products and Services

February 21, 2020

February 21, 2020

TIPS
4845 US Hwy. 271 North
Pittsburg, TX 75686

Dear TIPS:

Thank you for the opportunity to participate in The Interlocal Purchasing System (TIPS)'s RFP 200105 for Technology Solutions, Products and Services. SHI Government Solutions (SHI) was incorporated in Texas in 1999 and is certified as an AS/F HUB with Texas Comptroller of Public Accounts' VID# 1223695478500. The intent of our proposal is to illustrate why we are best qualified to meet the needs of TIPS' members, providing evidence of our ability to deliver the highest quality solutions at the lowest possible cost.

We pride ourselves on our long-standing relationship with The Interlocal Purchasing System, our technical expertise and dedicated staff. With more than \$345M of technology products and related services sold to Texas government and education customers in 2019, SHI is a reliable and experienced IT Solutions vendor to customers throughout Texas.

We value your business and are committed to providing the highest level of service and support to TIPS and your members. We encourage you to contact our customers, visit our headquarters in Austin, and our web site at: <https://texas.gs.shi.com>.

We are confident that we are uniquely positioned to help TIPS continue their focus on meeting the evolving IT needs of their members. Should you have any questions regarding our response, please contact Victoria Pubylski at Victoria_Pubylski@shi.com or 512-983-6502. Thank you for your consideration, and know we look forward to continuing our relationship with TIPS!

Respectfully,



Victoria Pubylski
Proposal Manager



SHI COMPANY PROFILE

SHI International Corp. is a worldwide, value added reseller of personal computer products, software and services, established in 1982. In 1989, Thai Lee and KoGuan Leo purchased the company and established SHI as a privately held corporation, incorporated in the State of New Jersey.

SHI is 100% minority owned, classified as Asia-Pacific owned. During the fiscal year 2019, SHI shipped over \$10.7 billion worth of product worldwide.

In 1999, SHI International Corp. spun off a division of the sales force dedicated to Government and Education sales. The new company, SHI Government Solutions (SHI), is incorporated in the State of Texas with its principal place of business in Austin and additional field offices throughout the state. All State of Texas Government and Education contracts were assigned to SHI Government Solutions.

SHI, and subsequently **SHI Government Solutions**, has been a contract vendor for the State of Texas since 1994. Over our 25-year history supporting Texas Public Sector customers, we have consistently transacted business with Public Sector customers throughout the state including State Agencies, Local Government, K-12 and Higher Education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible. Its infrastructure and integration services provide top-of-the-line solutions supported by the top manufacturers, publishers and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales team. Our success has stemmed from outstanding customer support through dedicated Account Teams, constant development of service and support enhancements, strong partnerships with top manufacturers, and a company-wide determination to be the best in the industry.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with 10 dedicated Education sales representatives and 10 Government sales representatives with geographically aligned territories throughout the State of Texas
- Our ability to help our customers streamline and improve the management of their software and hardware procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers' needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

SHI Government Solutions supports the State of Texas using an extensive network of local Account Executives and Technical and Licensing Specialists, all of whom are proficient in supporting education and government customers. With geographically concentrated territories and dedicated Field Account



Executives responsible for marketing and selling strategies, SHI will ensure that we are effectively collaborating with all geographies throughout Texas and with all entities at a local level.

The Field Sales Team is supported by a team of Inside Account Managers (IAMs). IAMs are dedicated to a region for Education or Government customers, typically supporting 2-3 Account Executives, ensuring that they collaborate with the same customers on a daily basis. IAMs are responsible for the day-to-day customer service questions such as order placement, order tracking, quotations, return authorizations, and general questions.

SHI Government Solutions supports all Public Sector customers in the State of Texas. We are affiliated under common ownership with SHI International, Inc., and as a result, we have included them as an authorized reseller on this proposal. SHI International also has a dedicated Public Sector sales organization supporting customers in the remaining 49 states.

The SHI International Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Customers in the Public Sector Field are supported by an Account Executive and a dedicated Inside Sales Team. Field territories are structured by vertical and by geography: With over 180 Account Executives (AEs) who live and work in their territories, the emphasis is on frequent, consistent, face-to-face communication with customers, and remains catering to the individual needs of customers.

The Field Sales Team is supported by a team of 110+ Inside Account Managers (IAMs). IAMs are located at SHI's global headquarters in Somerset, NJ and are dedicated to a region and vertical, the same way our State of Texas Inside Team is aligned to our territory.

In addition to the extensive Field Sales Team supporting Public Sector customers for SHI International, SHI has a team dedicated to supporting smaller Public Sector customers with national coverage.

Small to Medium SLED Sales Team

The Small to Medium State, Local and Education (SM SLED) sales division is focused on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of customer's size. The SM SLED organization supports K-12 districts with 7,500 students or less, higher education institutions with 1,500 students or less, and local government accounts with a population of 50,000 or less. These customers often are overlooked by large resellers yet have the same need to stay current with technology as their larger counterparts. This division is based out of the corporate office. The State of Texas SM SLED team consists of 14 Inside Account Executives (IAEs) who support their customers' needs from start to finish and are managed by two tenured dedicated managers. Supporting the other 49 states are 150+ IAEs and 12 managers.



PROPOSED GOODS AND SERVICES

Please upload one or more documents or sheets describing your offerings, line cards, catalogs, links to offerings OR list links to your offerings that illustrate the catalog of proposed lines of goods and or services you carry and offer under this proposal. It does not have to be exhaustive but should, at a minimum tell us what you are offering. It could be as simple as a sheet with your link to your online catalog of goods and services.

SHI Response:

SHI is offering our full catalog of technology products, solutions and services. Beyond our vast field sales and internal support staff, we have many strategic alliances with OEMs, distributors, and IT partners that are an extension and/or adjunct to the services that SHI provides.

Manufacturer Relationships

As an experienced value-added reseller, SHI has forged strong partnerships with top manufacturers by establishing a team of Product Champions who are dedicated to supporting our largest partners. SHI is in constant communication with our manufacturers regarding product roadmaps and the direction of the IT industry. Many of our major software and hardware manufacturers have employees who work on-site at SHI for immediate access to pre-sales assistance direct from the manufacturer. The customers' dedicated Account Executives will proactively work with TIPS members to discuss specific product evolutions that may impact their business.

SHI has the relationships with manufacturers to assist TIPS members to:

- 1) Reduce expenditures on IT hardware and software
- 2) Negotiate and benefit from entering into volume based pricing programs
- 3) Manage the lifecycle of their IT assets

Ranking with our Top Original Equipment Manufacturer (OEM) Partners

SHI is considered Top Partners of many of the largest Hardware and Software OEMS.

HP – #2	McAfee #1
Dell – #1 Partner, 4-Time Partner of the Year	Microsoft #1
Lenovo – #3 Partner	Novell #1
Apple – #3	Symantec #1
Adobe - #2	Good Technology #1
IBM Software #2	Microsoft Surface #2

Distribution Partnerships

In order to provide more efficient global delivery, SHI has established **very strong** partnerships with major distributors that operate internationally to drop ship products from the distribution centers directly to our customers' locations. Our major distribution partners include Ingram Micro, Tech Data, Synnex, Avnet and Arrow. SHI has been working with each distribution partner for over 15 years.

- Ingram 20+ years
- Tech Data 20+ years
- Synnex 15+ years
- Avnet 15+ years
- Arrow 15+ years

However, we also have relationships with thousands of local distributors, increasing our global reach and expanding our product offering. These distributors also have a great deal of technical certifications that can further assist with pre-sales technical advice.

Partnerships that offer IT Services

When needed, SHI utilizes sub-contractors for our services regarding several service verticals. SHI has developed a relationship with our valued partners over the past 15 years, having first made each potential partner go through an extensive profiling process. This included examining their financial status for stability, their business practices to ensure the same quality that SHI offers to our customers is upheld and an examination of their electronic tools such as their reporting capabilities and on -line service tracking system. As part of our vetting process, we look for partners who share our core values and can deliver on the services seamlessly. As needed, we will engage with a partner to provide requested services to TIPS' members. We can provide details and pricing as needed and based on the scope of services requested.

We believe that our partners are an enhancement and extension of SHI's own quality and cost-efficient offering to our valued customers. They are seamlessly incorporated into the solutions we provide to our customers, so that whether SHI is directly delivering or managing the partner, the customer experiences the same level of quality and ease of use. We have utilized these partners for several of our customers for Asset Disposal, IMAC, Break/Fix and other related services and have found them to have performed excellent service on each occasion. Additionally, by leveraging our valued partner network of companies, SHI offers a wide range of desk side services, including installation, MAC services, help desk, post-warranty support etc.

These alliances with OEM, distributor and IT Service partnerships and the influence of being a top partner and a great source of revenue translates to value to our customers by being able to get services expedited and potential issues quickly resolved. We expect existing partnerships to continue for many years while new ones are constantly forged.



Product Line

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. In fact, SHI's current catalog includes tens of thousands of hardware, software, and other product partners. Generally, SHI is able to sell between 75%-100% of our partners' product lines, and we typically offer a wide range of services either from the manufacturer directly or by subcontracting to a third party partner. SHI is able to provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end datacenter solutions. We specialize in IT solutions that fit precisely with our customers' needs and wants.

Over the past decade IT has changed. Although there is still a need for commodity products, attention has shifted more and more to building solutions that will solve customers' needs. In response to this shift, and working from our customer-centered foundation, we developed our Enterprise Solutions Group to include solution-based support. This team is comprised of over 150 people who hold 3000+ certifications for various products and solutions. Their goal is to address our customers' needs, help them acquire the right technology, and facilitate adoption of that technology into their customers' environment. Our Enterprise Solutions Group is vendor-neutral and uses its range of experience to help tailor conversations that will be optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with activities like deliberate planning, assessments, white boarding, proof of concepts, and obtaining demo units.

Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. While the following is by no means a comprehensive list of all that we offer our customers, some services and products that we commonly provide include:

End User Computing



Cloud



Hardware and Software Partners



Big Data



Accessories



Display Solutions



Mobility



Networking



SHI Professional Services

SHI has decades of experience supporting contracts that represent a broad portfolio of services and products for a range of Public Sector entities. Through these contracts, we build connections that allow us to partner closely with each organization and dive deeply into the infrastructure, procurement, and compliance parameters that they face.

Today, we continue to fine-tune our products and services to meet the needs of our customers and the ever-changing, broad technology landscape. Our catalogue of products continues to grow and change in response to technological demands and customer needs.

SHI categorizes the technology landscape and our capabilities into three broad segments: End-User, Datacenter, and Security. Within each of these segments are practices; for instance, the End-User Segment is comprised of Mobility, Desktop, Unified Communications, Devices, Peripherals, and Accessories.

At the next level are the Solutions that reside within each practice. For example, within the Mobility practice, Unified Endpoint Management, Enterprise Mobility Management, Mobile App Management, Mobile Device Management, and Enterprise File Sharing exist.

Another example includes the Solutions that reside under the Devices, Peripherals, and Accessories practice; these include Operating System, Desktop, Laptop, Tablet, Thin Client, Smart Phone, Video Surveillance, Printing and Imaging, Digital Signage, and Peripherals.

The last piece of this conversation centers on Services for each Solution. These Services include Advisory Assessments, Solution Design, Proof of Concept, Implementation, Staff Augmentation, Training, Project Management, and Managed Services.

Due to the size of SHI's Solutions Directory, it would be cumbersome to include all of the granular categories here, as our categorization and capabilities are extensive. But TIPS' members can be confident knowing that SHI has the capability to support its end-users and to facilitate the right solution for each environment at an extraordinary value.

A more detailed overview of select service practice groups follows.

Lifecycle Services

At SHI, we understand both the complexities of and the challenges in managing IT infrastructure. In response to these intricacies, we have developed a Solutions practice, under our Enterprise Solutions Group, that assists customers in managing their Acquisition, Deployment and Management, IT Support, and Asset Recovery, and this solutions practice makes up SHI's Lifecycle Services.

Our Lifecycle Services team engages collaboratively with each customer, assessing their unique needs and parameters, and then works as a vendor-neutral partner in facilitating all phases of device acquisition, management, and recovery. Our team of experts will step in at any point in the Lifecycle process to help fulfill the most demanding requirements, as we recognize that often your needs don't begin at the acquisition phase and that the process is not always linear.

Our Lifecycle Services are derived from our longstanding and faithful partnerships with customers: through transparent communication and critical problem solving, SHI has gained a full understanding of customers' environments and technology needs. In addition to our foundational services, SHI is also

pleased to offer Premium Options which include, but are not limited to, Zero Touch Services; Data Migration; Enterprise Mobility Management; and Thin Client/Virtual Desktop Infrastructure. SHI's Lifecycle Services Program boasts the most technologically advanced value-added opportunities and technology experts in the industry.

Security Services

With a portfolio that spans the lifecycle of your technology products and services, and backed by over a decade of expertise, SHI Security Solutions is uniquely positioned to help organizations mature their cybersecurity programs and protect sensitive data. Our offerings focus on the six fundamental elements of an effective security program, with a lens that addresses the skills gap and streamlining operations.

1. Identity and Access Management

Secure access and enable employees, contractors, and partners. Our IAM solutions and services promote capabilities that span internal and cloud-based services, providing visibility into application access and enhancing end-user experience while ensuring that only designated users have access to protected assets.

2. Application Security

Accelerate the rollout of innovative new applications without sacrificing security. We help you rapidly identify and prioritize vulnerabilities, strengthen patch management practices, implement key application security technologies, and better align security with development teams and IT operations groups.

3. Data-Centric Security

Protect your "crown jewel" data against mistakes and intentional misuse by insiders, as well as external attacks on your information infrastructure. We help you discover and classify sensitive data, and then manage and protect it no matter where it is stored, used, or transmitted through the development of a data-centric security program.

4. Data Center and Cloud Security

Strengthen your first line of defense against sophisticated threats and achieve security in the cloud. Our solutions and services help you (1) gain comprehensive visibility into network traffic that is based on applications, users, and content; (2) remove malicious traffic while maintaining the delivery of legitimate business flows; and (3) secure access and data in public and private multi-cloud environments.

5. Threat and Vulnerability Management

Arm yourself with the tactical, operational, and strategic insights you need to understand how you are being targeted and invest wisely in the right set of countermeasures. We facilitate the development of an effective threat and vulnerability management program that starts with the endpoint and ends with successful security assurance practices. We help you continuously identify and address weaknesses, analyze assessment output with business risk in mind, and take new approaches to remediating security concerns.

6. Program Strategy and Operations

Manage your organization's digital risk and compliance profile. We help you evaluate your overall cybersecurity posture with an objective view of your policies, controls, and processes. Our solutions and services enable you to align your approach with established cybersecurity frameworks, keep up with

evolving data protection and privacy regulations, and develop and execute a cohesive strategy for extending security throughout your organization.

We offer the most current technology solutions, expert implementation and advisory services, and customized testing in our state-of-the-art Customer Integration Center designed to facilitate your technology decisions. We help organizations focus on their business while we advance their security programs and optimize overall IT risk management strategies.

Our Senior Security Architects are authorities in IT Security and understand how to protect information and data against Script Kiddies; Hackers; Hacktivists; Malicious Insiders; and Nation-State threats.

Our presales and consultant Security Experts have both vendor-specific and vendor-neutral certifications and decades of operational experience, including:

- Certified Information Systems Security Professional (CISSP)
- Certified Information Security Manager (CISM)
- Certified Information Systems Auditor (CISA)
- Global Information Assurance Certifications (GIAC) - GAWN, GCIA, GCFA, GCH
- Cisco Certified Internetwork Expert (CCIE)
- Check Point Certified Security Administrator (CCSA)
- Check Point Certified Security Expert (CCSE)
- Tenable Certified Network Auditor (TCNA)
- Symantec Technical Specialist (STB) – Endpoint, DLP, Messaging Gateway
- McAfee ACE – Firewall and Network Security Platform
- RSA Archer, SecurID, and enVision Engineer
- IBM Security Site Protector

Organizations worry about meeting compliance when it comes to data security. SHI provides full compliance for the following data security regulations:

- Payment Card Industry Data Security Standard (PCI-DSS)
- Health Insurance Portability & Accountability Act (HIPAA)
- Children's Internet Protection Act/Children's Online Privacy Protection Act (CIPA/ COPPA)
- Criminal Justice Information Services (CJIS) Security Policy
- General Data Protection Regulation (GDPR)
- Gramm-Leach-Bliley Act (GLBA)
- FDA Title 21 CFR Part 11 (1997)
- Sarbanes-Oxley Act (SOX)



Cloud Services

SHI's cloud practice gives customers more visibility and control over their cloud environment without limiting functionality or hindering the user experience of what a cloud platform has to offer. SHI supports these major Cloud Service Providers (CSPs):

- Amazon Web Services (AWS)
- Microsoft Azure (Azure)
- Google Cloud Platform (GCP)

We do the heavy lifting where the customer needs it: aggregation of products and services, financial chargeback, management, performance rightsizing, and analysis. SHI collaborates with engineers and partners credentialed in top cloud platforms and compatible products such as AWS, Box, CommVault, One Login, Veeam, Symantec, VMWare, Cisco, Microsoft, and others, providing the customer a one-stop shop. We specialize in cost optimization, billing management, and governance, as well as infrastructure management and professional services. Today, SHI is AWS' largest reseller spanning many different industries such as financial services, pharma, and SaaS.

Overview

- We manage over \$20M per month in IaaS assets for our clients.
- We provide tools and resources that help clients track their cloud assets and where their costs are going.
- We help align cloud usage and spend with clients' business processes while they take advantage of the benefits underlying platforms have to offer.
- We bring forward the best resources, partners, and technologies for getting the most out of your cloud and hybrid environment.

Transformation to Cloud Solutions

Cloud-Based Solutions have changed the dynamics of pre-sales, acquisition, and on-going IT management. To keep up with new demands, SHI has developed processes and support to address Cloud consumption-based models, and we have resources dedicated to emerging partners to support our customers' growing needs.

New licensing models

As licensing standards change to meet the demands of a mobile-first and cloud-first world, there is an emphasis on the "dual-user." A dual-user is someone who uses technology for school or work, as well as privately. As new licensing models arrive, SHI helps users make sense of the varied cloud-based solutions in order to efficiently license, adopt, and consume these technologies. Always sensitive to price-point, SHI simplifies asset management through self-provisioning and self-service agreement/account management.



SHI Support Services

SHI's Cloud Support Services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry standard and custom offerings through our Assess, Design, Build, and Manage methodology to integrate leading cloud technologies to your environment. Our certified solutions architects and technical consultants combine their technical expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies.

Our support services include:

- **Cloud Platform(s) Service Onboarding:** Cloud Adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges, all while providing guidance on best practices.
- **Net Terms Billing:** Organizations need flexible payment terms to consider CAPEX vs. OPEX, extended net term billing options, financing, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provide a variety of billing options to fit your specific needs.
- **Reporting & Analytics:** Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions that are crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view as well as provide a guided analysis based on years of consulting experience with enterprise clients.
- **Always Available Support:** When you have a critical issue, you need to count on superior support. Our Cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey.
- **Cloud Spend Optimization:** Cloud costs don't have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure.
- **Advisory Services:** Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you.
- **Volume Licensing Expertise:** We can help you move your licenses to the cloud, select the right buying program(s), maintain licensing compliance, and best of all, avoid audits! Our licensing experts will identify, monitor and optimize your software assets to ensure you receive the most value in your IT investment.



Virtual Desktop Infrastructure

Virtual desktop infrastructure (VDI) is the technology for providing and managing. VDI hosts desktop environments on a centralized server and deploys them to end-users on request.

SHI has the capability to provide a virtual desktop management platform, based upon industry standard solutions, that enables simplified delivery, management, and protection for Windows desktops, applications, and online services. SHI's VDI offers a complete solution for delivering, managing, and protecting Windows desktops, applications, and online services across devices, locations, media, and connections.

To begin, SHI develops a formal project plan to establish deliverables and track and report requirements. Concurrently, we work with you to determine a communications strategy designed to minimize the impact of a VDI transition to your organization (and any regional locations).

Once the project enters the readiness phase of the transition, SHI finalizes our program service and delivery model and establishes the necessary alignment for a smooth transition and a stable program. During this phase, we pay special attention to the following areas:

- Process standardization and best practices;
- Driving process efficiency and trending;
- Achieving synergy;
- Measurements and productivity;
- Communication;
- Customer Satisfaction.

SHI brings explicit outcomes to our collaboration, ensuring that your transition to VDI is both seamless and beneficial. In addition to a single-user portal with self-service functionality, we eliminate the need for multiple logins with seamless authentication and provide full-spectrum management of end-user access from managed and unmanaged devices. Finally, we provide contextual, policy-driven access to applications based on user, device, and location. Our VDI as a service can also provide the following:

Planning and kickoff meetings	Future state VDI – planning and design session
Assessment and Discovery of existing Datacenter (This includes advising customer on required Infrastructure/Environment changes/configuration needs)	Desktop and application infrastructure assessment
VDI solution (Install/Configure/Set up) buildouts	Design of VDI architecture
VDI solutions for users	Technical Support during User Piloting
VDI solution overview – knowledge transfer workshop	Implementation, Testing, Validation, and Production Pilot
Solution and supporting components – deployment and validation	Design, deployment, and system capabilities workshop session

After we have deployed the VDI, we offer additional Managed Support Services, which include daily administration and support for all VDI-related issues; monthly patching of Windows 10 Enterprise master images; yearly upgrade for VDI solution and its components; and

Development/Testing environment for new software deployment	Use Third party tools for performance metrics of the environment
Provide a single support contact for issue escalation	Work with organizations Service Management processes including the formal change management process

SHI brings VDI to customers knowing that Virtual Desktop Infrastructure has several benefits:

1. Access

The most distinguishing feature of VDI is remote access. Whereas traditional desktops can be restricted to a single system, with VDI, you can access your desktop from anywhere, day or night.

2. Security

Historically, applications and data are stored on your local hardware. If your computer is stolen or damaged, all the data is lost, and you have to buy a new laptop. With VDI, as remote data centers store the data with high-level redundancy, data loss is not an issue. Even if you lose a device, you can access your desktop from any other device.

3. Device Portability

VDI technology enables you to access your desktop from various devices, so your desktop is not bound to the hardware; it can be accessed from multiple devices. You can use mobile, laptops, tablets, or thin clients to view your desktop.

4. Data Center Facilities

When you use VDI from a cloud service provider, the desktops are hosted on servers situated in high-performance data centers, so users get all the facilities and features associated with the data center: advanced security, high-end infrastructure, and disaster recovery plan, among others.

5. Cost Reduction

By using VDI services from a cloud provider, you eliminate the cost of hardware. You can access your desktop from any device and can use older-version hardware in your office.

More information on our solutions capabilities and services can be found on our website using the links provided below.

Security Solutions

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91876>

Data Center Solutions

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91870>

Cloud Solutions

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=91923>

End-User Solutions

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=93930>

Services

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=94928>

Customer Technology Centers

<https://texas.gs.shi.com/CustomerServices/SHIMarketing.aspx?ContentID=95775>



Value Added Services

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our customers and will remain here only as long as we continue to provide extraordinary customer satisfaction.

We have created high-value solutions for our customers – solutions that are focused on meeting the unique requirements of each customer while incorporating opportunities for partnership and innovation.

We provide:

- Customized Reporting
- On-line Procurement
- Dedicated Account Management
- Volume License Program Management
- Pre-sales support from SHI's Software & Licensing Team and SHI's Hardware & Advanced Solutions Team
- Electronic Software Distribution
- On-line invoicing
- E-commerce Integration
- Renewals Organization Services (PRO timeline)
- Strategic Planning Services
- Best Practice Consulting
- Capacity Planning
- Vendor and Technology Roadmaps
- Proof of Concept (Customer Innovation Center)
- Coordinate Demo Units
- Asset Standardization
- Price Modeling
- Contract Management

Access to the SHI Customer Innovation Center

SHI recently established our Customer Innovation Center (CIC), designed to allow customers to test and compare IT Solutions before committing to an investment. The CIC is staffed with trained team members and technical professionals who are experts on both products and solutions. As technology advances and changes, the available technologies in the SHI CIC will follow, ensuring that we always have the products and relevant technologies that our customers are interested in evaluating.



The CIC allows representatives and individual users from your organization the opportunity to see, touch, and observe hardware in our Showcase Lab, where we house equipment and technology from various OEMs, in addition to our “Software and Sandbox” Lab, where you can engage with hardware and software specifically designed for educational and classroom use! With over 8,000 square feet of hands-on IT on display, the CIC’s opportunities include, but are not limited to:

- Server and Database Software
- Management Software Solutions
- Custom Software Solutions
- Security Software
- Hyper-Converged and Converged Infrastructure
- Software-Defined Infrastructure
- Hybrid Cloud
- Big Data
- Mobility / Client Hardware devices

The CIC is designed to be used for:

- Demonstrations – Evaluate product features and functions in a tangible working environment;
- Proofs-of-concept – Test next generation equipment without disrupting your datacenter;
- Tangible Training – Get a deep-dive walkthrough from our solution architects;
- Test Drive – See our end-user environment to determine what a device will look like in real world cases. See the application supported from the data center, driven down to the device, and with all the security in between.

When you are ready to evaluate solutions and products - whether it is Virtualization, Cloud Integration, or the latest End-User Computing products - your dedicated Account Team will work with you to schedule time and develop a plan with the CIC, so you can see the best options in the industry, and choose the right solutions based on observation, not speculation.



PRO Renewal Organizer

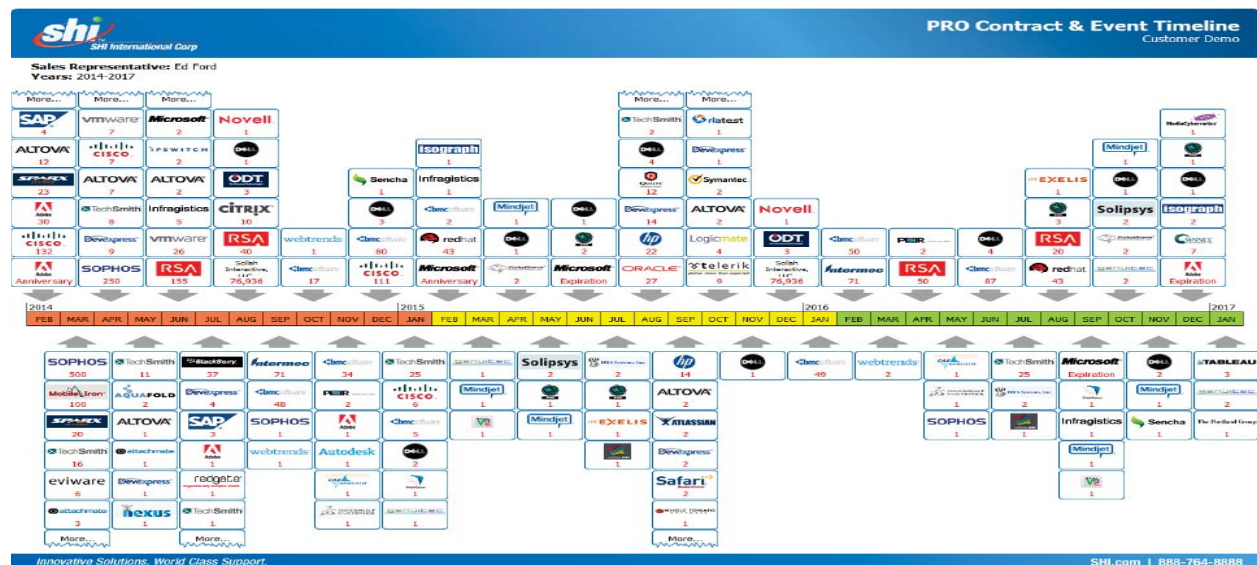
Software Maintenance Administration/Renewal Management Services

SHI has built a tool in response to our customers' needs around expiring warranties, support agreements, and product maintenance programs. The Renewal Organizer, available as a value add to SHI customers only, and at no additional cost, compiles your technology renewals in a centralized, rolling 36-month timeline for simplified budgeting and renewal management. The tool is delivered via an interactive on-line portal, with 24/7/365 availability.

Each renewal box will contain information relevant to that renewal such as:

- Contract start date
- Contract end date
- Contract Number
- Customer PO

Through this tool we are able to offer TIPS members proactive management of maintenance, warranty, and support plans that will save both time and money. All products purchased through SHI with an expiration date of any kind will automatically be loaded into the customer's renewal organizer. Quotes will automatically be sent to the customer 90 days before the expiration of the service. The Inside Team will continue to follow up with the customer until the PO is placed or the end user indicates that they are no longer interested in renewing the maintenance or support agreement.



In order to be able to provide this level of detail for our customers, SHI collects the maintenance expiration date in our order entry system each time a customer purchases product maintenance. Through our Renewal Organizer, SHI provides visibility and clarity around renewals to each agency, thus complementing the workflow of their own software and hardware renewal lifecycle efforts. These efficiencies support our customers' existing operating processes, and in some instances SHI's Renewal

Organizer service even replaces or fills a void in our customers' existing workflows, freeing up our customers' time for other activities. If TIPS members take advantage of our PRO timeline they will receive the following benefits:

- Improved management of technology and renewals, as SHI provides proactive notification of maintenance renewal periods for all relevant technologies in their environment
- Improved budgeting and ordering efficiencies
- More support (road maps, licenses options, potential for volume purchasing)
- Reduce overall maintenance spend by avoiding unnecessary costs associated with selecting a less-than-ideal buying program or pattern (e.g., contractual vs. transactional buying programs, individual purchases vs. leveraging cumulative spend, etc.)
- Reduce overhead (makes it much easier to manage multiple suppliers)
- Simple setup, SHI guides customers through the onboarding and acquisition stage
- No cost and no risk to initiate the service
- Assistance with negotiating with the manufacturers to co-term maintenance or warranty contracts, when permitted by the manufacturers' programs