

TIPS VENDOR AGREEMENT

TIPS RFP 230105 Technology Solutions, Products, and Services

The following Vendor Agreement (“Agreement”) creates a legal agreement between The Interlocal Purchasing System (“TIPS”), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Diamond Business Services, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, “Vendor”) (individually, “Party”, and collectively the “Parties”) and this agreement shall exclusively govern the contractual relationship (“Agreement”) between the Parties.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer’s jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS (“TIPS Members”) may elect to “piggyback” off of TIPS’ procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.
2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.
3. **Definitions.**
 - a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.
 - b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.
4. **Entire Agreement.** This Agreement resulted from TIPS posting a “TIPS Solicitation” (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.
5. **Vendor’s Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor’s specific “Sale Terms” (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

- 6. Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.
- 7. Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.
- 8. TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.
- 9. Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.
- 10. Reporting TIPS Sales.** Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. 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.
- 11. TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

- 12. Term of the Agreement.** This Agreement with TIPS is for approximately five years with a one-year, consecutive option for renewal as described herein. Renewal options are not automatic and shall only be effective if offered by TIPS at its sole discretion. If TIPS offers a renewal option, the Vendor will be notified via email issued to Vendor's then-listed Primary Contact. The renewal option shall be deemed accepted by Vendor unless Vendor notifies TIPS of its objection to the renewal option in writing and confirms receipt by TIPS.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers a one-year renewal and the Contract Expiration Date is May 31, 2028, then the one-year renewal is effective from May 31, 2028 to May 31, 2029.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

- 13. TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

- 14. Indemnification of TIPS.** VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION,

INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

- 15. Indemnification and Assumption of Risk – Vendor Data.** VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.
- 16. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.
- 17. Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.
- 18. Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, 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, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the

Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. Vendor's Authorized Resellers. TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

- A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.
- B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.
- D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole

discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

- E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

- 23. Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.
- 24. Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said 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 Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-compliant 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 TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.
- 25. Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded 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. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.
- 26. Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.
- 27. Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.
- 28. Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.
- 29. 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 through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.
- 30. Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education

Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

- 31. Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "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. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability: \$1,000,000 each Occurrence/Aggregate

Automobile Liability: \$300,000 Includes owned, hired & non-owned

Workers' Compensation: Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.

Umbrella Liability: \$1,000,000 each Occurrence/Aggregate

- 32. Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.
- 33. Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.
- 34. Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.
- 35. Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of 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 and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.
- 36. Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.
- 37. Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.
- 38. Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

- 39. Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.
- 40. Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.
- 41. Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. 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 TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.
- 42. Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.
- 43. Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale 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, Vendor agrees that no employee of Vendor or a subcontractor 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 unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. 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: 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. 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, ordinances, and policies.

- 44. Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.
- 45. Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art,

music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

- 46. Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.
- 47. Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.
- 48. Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.
- 49. Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.
- 50. Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.
- 51. Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230105 Technology Solutions, Products, and Services

Vendor Name: Diamond Business Services, Inc.

Vendor Address: 723 SW 7th Ave.

City: Amarillo State: TX Zip Code: 79101

Vendor Authorized Signatory Name: Charlia Pence

Vendor Authorized Signatory Title: President/Owner

Vendor Authorized Signatory Phone: 806-373-4148

Vendor Authorized Signatory Email: Charlia@diamondbusiness.net

Vendor Authorized Signature:  Date: 2/10/2023

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature:  Date: 5/5/2023



230105

**Diamond Business Services, Inc
Diamond Business Services, Inc
Supplier Response**

Event Information

Number: 230105

Title: Technology Solutions, Products, and Services

Type: Request for Proposal

Issue Date: 1/5/2023

Deadline: 2/17/2023 03:00 PM (CT)

Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

IF YOU CURRENTLY HOLDS TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES ("200105"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TECHNOLOGY OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200105.

IF YOU HOLD A TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS,

AND SERVICES" CONTRACT OTHER THAN 200105 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200105 WHICH COVERS ALL OF YOUR TECHNOLOGY OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TECHNOLOGY SOLUTIONS, PRODUCTS, AND SERVICES" CONTRACT.

Contact Information

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

Diamond Business Services, Inc Information

Contact: Charlia Pence
Address: 723 SW 7th Ave.
Amarillo, TX 79101
Phone: (806) 373-4148 x101
Fax: (806) 376-7525
Toll Free: (800) 749-9025
Email: Charlia@diamondbusiness.net
Web Address: www.diamondbusiness.net

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

Charlia Pence

Signature

Submitted at 2/16/2023 02:13:24 PM (CT)

Charlia@diamondbusiness.net

Email

Supplier Note

We have been fortunate to hold several other TIPS contracts and have been in good standing the life of those contracts. Diamond Business is a HUB-Woman Owned business.

Requested Attachments

Pricing Form 1

230105 Pricing Form 1 Diamond Business Services FINAL.xlsx

Pricing Form 1 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2

230105 Pricing Form 2 Diamond Final.xlsx

Pricing Form 2 must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents

TIPS_220105_Technology_Solutions,_Products_and_Services___Diamond_Business FINAL.xlsx

Optional. If when completing Pricing Form 1 & Pricing Form 2 you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that documentation.

Vendor Agreement

230105 Vendor Agreement.pdf

The Vendor Agreement must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form

230105 Vendor Agreement Signature Form.pdf

The Vendor Agreement Signature Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement, Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

230105 Reference Form a.xls

The Reference Form must be downloaded from the "Attachments" section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230105 Required Confidentiality Claim Form (1).pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

Disclosure of Lobbying Activities - Standard Form - LLL.pdf

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

W9 Diamond.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

HUB Certification 2020_2024 Diamond Business Services.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

Warranties, Terms and Conditions.pdf

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

A Guide for Parents_31Oct2022.pdf

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.

These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

BIG LOGO.png

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Response Attachments

Evolv_Express_Solution_Brief-Diamond.pdf

Overview of the Evolv Express Threat Detection Solution

HUB Certification 2020_2024 Diamond Business Services.pdf

Texas HUB Certificate

Sectigo_2PP_MobileCertificateManager_v8.pdf

Sectigo Mobile Certificate Manager

Identity Manager spec-sheet_im-2021.pdf

BadgePass Identity Manager Spec Sheet

spec-sheet_badgepass-one_access-control 1.pdf

BadgePass One Access Control Sheet

badgepass-one_hardware-product-cutsheet.pdf

BadgePass One Hardware Sheet

spec-sheet_badgepass-one_2022.pdf

BadgePass ONE Spec Sheet

Halo-card-printer_Diamond.pdf

BadgePass Halo Printer

nxtelite-card-printer Diamond.pdf

BadgePass NXT Elite Printer

SCM-Product-Brochure-Final reduced.pdf

Sectigo Certificate Manager

A Guide for Parents_31Oct2022.pdf

EVOLV - a guide for parents

AM Diamond TIPS_Contracts_2023.pdf

current TIPS Contracts

Bid Attributes

1	<p>Disadvantaged/Minority/Women Business & Federal HUBZone</p> <p>Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="YES"/></p>
2	<p>Historically Underutilized Business (HUB)</p> <p>Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?</p> <p>If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.</p> <p><input type="text" value="Yes"/></p>
3	<p>National Coverage</p> <p>Can the Vendor provide its proposed goods and services to all 50 US States?</p> <p><input type="text" value="Yes"/></p>

4 States Served
If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

5 Description of Vendor Entity and Vendor's Goods & Services
If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

6 Primary Contact Name
Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

7 Primary Contact Title
Primary Contact Title

8 Primary Contact Email
Please enter a valid email address that will definitely reach the Primary Contact.

9 Primary Contact Phone
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

10 Primary Contact Fax
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

11 Primary Contact Mobile
Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

1 2	Secondary Contact Name Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. <input type="text" value="Kent Melinsky"/>
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1 3	Secondary Contact Title Secondary Contact Title <input type="text" value="Sales Manager"/>
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1 4	Secondary Contact Email Please enter a valid email address that will definitely reach the Secondary Contact. <input type="text" value="kent@diamondbusiness.net"/>
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1 5	Secondary Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. <input type="text" value="8007499025"/>
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1 6	Secondary Contact Fax Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8063767525"/>
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1 7	Secondary Contact Mobile Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8066764146"/>
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1 8	Administration Fee Contact Name Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract. <input type="text" value="Brenda Saxon"/>
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1 9	Administration Fee Contact Email Please enter a valid email address that will definitely reach the Administration Fee Contact. <input type="text" value="ar@diamondbusiness.net"/>
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2 0	Administration Fee Contact Phone Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). <input type="text" value="8007499025"/>
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2 1	<p>Purchase Order and Sales Contact Name</p> <p>Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.</p> <input data-bbox="97 178 1573 220" type="text" value="Charlia Pence"/>
2 2	<p>Purchase Order and Sales Contact Email</p> <p>Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.</p> <input data-bbox="97 346 1573 388" type="text" value="Charlia@diamondbusiness.net"/>
2 3	<p>Purchase Order and Sales Contact Phone</p> <p>Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).</p> <input data-bbox="97 577 1573 619" type="text" value="8007499025"/>
2 4	<p>Company Website</p> <p>Company Website (Format - www.company.com)</p> <input data-bbox="97 745 1573 787" type="text" value="www.diamondbusiness.net"/>
2 5	<p>Entity D/B/A's and Assumed Names</p> <p>You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.</p> <p>In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.</p> <input data-bbox="97 1060 1573 1102" type="text" value="Diamond Business Services, Inc."/>
2 6	<p>Primary Address</p> <p>Primary Address</p> <input data-bbox="97 1218 1573 1260" type="text" value="723 SW 7th Ave"/>
2 7	<p>Primary Address City</p> <p>Primary Address City</p> <input data-bbox="97 1375 1573 1417" type="text" value="Amarillo"/>
2 8	<p>Primary Address State</p> <p>Primary Address State (2 Digit Abbreviation)</p> <input data-bbox="97 1543 1573 1585" type="text" value="TX"/>
2 9	<p>Primary Address Zip</p> <p>Primary Address Zip</p> <input data-bbox="97 1701 1573 1743" type="text" value="79101"/>

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. **Do not** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Evolv, Threat Detection, Gun Detection, Entrance Security, weapons detection system, security checkpoints, outdoor security screening, walk-through screening, Photo ID Badges, ID Badge Software, BadgePass, Cloud Based Software, BadgePass One, Cloud-based ID Badging, Sectigo, SSL, Certificate Management, Halo, Vape Detector, THC Detector, Halo Cloud, Vape Sensors, Cloud Based Reporting, Visitor Management, Plastic Card Printer, DataCard, Fargo, Eltron, MagicCard, Identisys, Access Control, Proximity Card, Access control cards, Smart Cards

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; **or** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32 Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Amarillo

33 Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

Texas

34 Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

35 Certification Regarding Entire TIPS Agreement

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

**3
6** **Minimum Percentage Discount Offered to TIPS Members on all Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your contract award unusable.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published "Catalog Pricing" (website/store/published pricing) for "Tablet A" is \$100 and for "Tablet Set-Up Service" is \$100. In this example, you must sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$90, "Tablet Set-Up Service" - \$90. In year two of your TIPS Contract, you update your "Catalog Pricing" with the market. You add "Tablet B" to your "Catalog Pricing" for \$200 and have increased the price of "Tablet A" to \$110 and the price of "Tablet Set-Up Service" to \$110. In this example, after the "Catalog Pricing" update, you must still sell those items under the TIPS Contract at the proposed 10% discounted price of: "Tablet A" - \$99, "Tablet Set-Up Service" - \$99, and "Tablet B" - \$180.00.

If you cannot honor the discount on all goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

What is the minimum percentage discount that you can offer TIPS Members off of all goods and service pricing that you offer?

**3
7** **Honoring Vendor's Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all goods and services sold under the TIPS Contract. Points will be assigned for your response and scoring of your proposal will be affected. A "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points.

Does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

**3
8** **Volume and Additional Discounts**

In addition to the Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

Point(s) may be assigned for your response in the category of "Pricing" during scoring and evaluation.

3
9

"Catalog Pricing" and Pricing Requirements

This is a requirement of the TIPS Contract and is non-negotiable.

In this solicitation and resulting contract, "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

- A. is regularly maintained by the manufacturer or Vendor of an item; and
- B. is either published or otherwise available for review by TIPS or a customer during the purchase process;
- C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

4
0

EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS

Vendor agrees that, if awarded, Vendor's final TIPS Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion.

If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award.

Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document?

Yes

**4
1** **TIPS Sales Reporting Requirements**

This is a requirement of the TIPS Contract and is non-negotiable.

By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either:

(1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or;

(2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement.

No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

**4
2** **TIPS Administration Fee Requirement and Acknowledgment**

This is a requirement of the TIPS Contract and is non-negotiable.

The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale.

By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

**4
3** **TIPS Member Access to Vendor Proposal & Documentation**

This is a requirement of the TIPS Contract and is non-negotiable.

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

4 **Non-Collusive Bidding Certificate**

4

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this proposal, the Vendor certifies that:

- 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor;
- 2) This 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 modify, submit, or not to submit a bid or proposal; and
- 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves 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;

4 **Antitrust Certification Statements (Tex. Government Code § 2155.005)**

5

This is a requirement of the TIPS Contract and is non-negotiable.

By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein;
- (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law;
- (4) Neither I nor any representative of Vendor 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.

4 **Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272**

6

This is a requirement of the TIPS Contract and is non-negotiable.

Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work.

By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

**4
7** Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, 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, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

**4
8** Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, 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 federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

Yes, I certify (Yes)

**4
9** Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State ... " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

Yes, I Agree (Yes)

50

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

51

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

Yes, Vendor agrees (Yes)

52

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and 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 applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that 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.

Does Vendor agree?

Yes, Vendor agrees (Yes)

53

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

54 Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

55 Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)

Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes.

Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country.

For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor.

When applicable, does Vendor certify?

**5 Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex.
6 Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association.

For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.”

“Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.”

When applicable, does Vendor certify?

Yes

Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)

If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): "The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member.

When applicable, does Vendor certify?

5
8

Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of \$100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term "company" shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term "boycott energy company" shall mean "without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a)." (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

5
9

Felony Conviction Notice - Texas Education Code 44.034

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."

Subsection (c) states, "This section does not apply to a publicly held corporation."

Vendor certifies one of the following:

- 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 Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

60 Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

N/A

61 Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

- (1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of our local governmental entity.
- (4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

62 Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."

Have you uploaded this form if applicable?

Not Applicable

63 Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

64 Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing with all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

6
5 **Regulatory Good Standing Certification - Explanation - Continued**

If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration.

N/A

6
6 **Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion**
Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

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.

6 **Suspension or Debarment Certification**

7

Read the instructions in the attribute above and then answer the following accurately.

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Does Vendor certify?

6 **Vendor Certification of Criminal History - Texas Education Code Chapter 22**

8

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 pursuant to this law.

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.

Vendor certifies:

NONE (Section A): None of the employees of Vendor 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 Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement.

OR

SOME (Section B): Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity.

Which option does Vendor certify?

69 Certification Regarding "Choice of Law" Terms with TIPS Members

Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

70 Certification Regarding "Venue" Terms with TIPS Members

Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

71 Certification Regarding "Automatic Renewal" Terms with TIPS Members

Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental 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. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
2 Certification Regarding "Indemnity" Terms with TIPS Members**

Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
3 Certification Regarding "Arbitration" Terms with TIPS Members**

Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may **not** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration.

Does Vendor agree?

**7
4 2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION**

TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"), Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor.

Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.**

If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

7 5 2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds

This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) **Accepting such funds often requires additional required certifications and responsibilities for Vendor.** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members.

If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds?

7 6 2 CFR Part 200 or Federal Provision - Contracts

Contracts for more than the simplified acquisition threshold currently set at \$250,000 (2 CFR § 200.320), 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 reserve 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?

7 7 2 CFR Part 200 or Federal Provision - 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 reserve 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 reserve 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?

7 **2 CFR Part 200 or Federal Provision - Clean Air Act**

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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 require 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?

7 **2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment**

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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 require 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 that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

Does Vendor agree?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

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 the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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.

Does Vendor certify that it has NOT lobbied as described herein?

8 2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

8 2 CFR Part 200 or Federal Provision - 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 \$250,000, 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 compliance?

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2 CFR Part 200 or Federal Provision - 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: (1) 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; (2) 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 these provisions?

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2 CFR Part 200 or Federal Provision - Rights to Inventions

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above.

Does vendor certify?

2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions

As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber.

Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322,

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

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ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

8 2 CFR Part 200 or Federal Provision - Contract Cost & Price

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For contracts more than the simplified acquisition threshold currently set at \$250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

8 2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

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Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here.

Does Vendor Certify?

8 2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

9 2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

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2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

9 3 2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of \$50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply.

Does Vendor certify?

9 4 2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations

For contracts resulting from this procurement, in excess of \$100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Vendor certify?

9 5 2 CFR Part 200 or Federal Provision - Record Retention Requirements

For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed.

Does Vendor certify?

9 6 2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for 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 you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question.

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2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.

Does Vendor certify that it will follow the following affirmative steps? 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.

Does Vendor certify?

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ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY

By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers.

Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230105 Technology Solutions.	Diamond Business Services, Inc.
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TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least three (3) references from three different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Example: ABC Unive	Director John Doe	jdoe@abcuniversity.edu	800-111- 2222
Lubbock ISD	Stacy Carter	stacy.carter@lubbockisd.org	806-219-0216
Amarillo ISD	Linda Cunningham	linda.cunningham@amaisd.org	(806) 326-1135
Ector County ISD	Rebecca Tolbert	Rebecca.Tolbert@ectorcountyisd.org	(432)456-0025
Beaumont ISD	Angela Fontenot	afonten@bmtisd.com	409-617-5022
Potter County	Sheriff Brian Thomas	brian.thomas@co.potter.tx.us	806-379-2903
University Center Hospital - Lubbock	Shana Barnett	SHANA.BARNETT@UMCHEALTHSY STEM.COM	806-775-8238
Pampa ISD	Jana Williamson	jana.williamson@pampaisd.net	806-669-4700 x1423
Dallas County	Michael Frosch	Michael.frosch@dallascounty.org	214.653.6500
Beaver County Memorial Hospital	Alissa Schlessman	BCMHADMINISTRATOR@BEAVERC OUNTYHOSPITALAUTHORITY.CO	580-625-4551

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Diamond Business Services, Inc.

Vendor Authorized Signatory Name: Charlia Pence

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: charlia@diamondbusiness.net

Vendor Address: 723 SW 7th Ave

City: Amarillo State: TX Zip Code: 79101

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor’s proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor’s contact information, Vendor’s brochures and commercial information, Vendor’s financial information, Vendor’s certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, “Vendor Data”) to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor’s submission of a proposal constitutes Vendor’s consent to the disclosure and release of Vendor’s Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor’s proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute **Option 1 only** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the “Response Attachments” section of the eBid System entitled “Required Confidentiality Claim Form.” Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor’s authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Charlia Pence Digitally signed by Charlia Pence
Date: 2023.04.03 07:51:48 -05'00'

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information (“Vendor Supplemental Information”) with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor’s TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Texas Historically Underutilized Business (HUB) Certificate



Statewide Historically Underutilized Business Program

Certificate/VID Number:	1751915482100
File/Vendor Number:	078922
Approval Date:	29-JAN-2020
Scheduled Expiration Date:	29-JAN-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
DIAMOND BUSINESS SERVICES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 31-JAN-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

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

BADGEPASS ONE ACCESS CONTROL

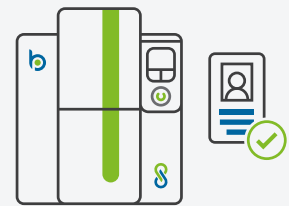
Take your system to the next level with secure door access control in BadgePass ONE. BadgePass ONE access control allows for streamlined reader deployment and easy to manage door access privileges unlike any other door access system on the market.

Coupled with a variety of user-friendly hardware options to choose from and our flexible subscription pricing model, access control has never been easier to deploy!



SECURE CARD ISSUANCE AND ACTIVATION

Take your card issuance process to the next level by enrolling technology cards and activating a cardholder's door access privileges in a single step! BadgePass ONE compatible card printers offer the ability to read a smartcard during the print process and activate that card according to the permissions configured within the system. This allows a card to be active and ready to use as soon as printing personalization is complete. Even better, when a new card is printed for someone in the organization, a previously issued card is automatically deactivated, eliminating the risk of unwanted access occurring with a lost or stolen badge.



CUSTOMIZED READER PROFILE OPTIONS

Assigning door access privileges doesn't have to be complicated! With simplified reader profiles in BadgePass ONE, users can easily create a profile for each opening that includes security group privileges, schedules, schedule exceptions (ex: holidays or special days) - all from one user-friendly interface. A cardholder's group membership will then determine which readers they have access to and when.



STREAMLINED SYSTEM IMPLEMENTATION

With BadgePass ONE Access Control, there is no need to worry about managing multiple on-site servers or complex control panels in an IT closet within your facility. Instead, simply add readers and / or wireless locks to openings in areas of your facility that need to be secured. Manage all access privileges and permissions through the system - without ever having to install any software or deploy any servers onsite! From implementation to support after the system is up and running, your IT team will love how easy it is.



MULTIPLE HARDWARE OPTIONS

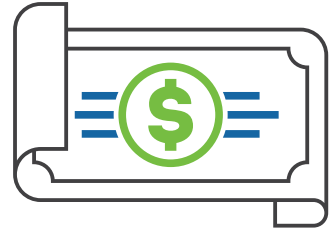
When it comes to securing doors within a facility, we understand that every opening is different with unique security requirements. By partnering with industry-leading hardware manufacturers, we can offer a variety of hardware options that enable us to secure almost any opening. Our team of access control experts, along with our nationwide team of certified dealer partners, can offer insight into which hardware options would be the best fit to meet your organization's specific needs.



BADGEPASS ONE ACCESS CONTROL

FLEXIBLE PRICING MODEL

Customers using BadgePass ONE to manage cardholder data and / or print ID badges can easily enhance their system by adding access control reader devices. Whether you need to secure just one opening or hundreds, the system allows for easy expansion and addition of new devices when needed. Access control readers can be purchased up front or included in a reader subscription, paid monthly or annually.



FEATURES & BENEFITS:

- App available to download in Windows and Apple Stores
- Compatible with Apple or Microsoft devices, including phones and tablets
- Minimal IT infrastructure: no onsite server required
- Web portal for system configuration from any device
- Ability to create conditional printing rules for credential production
- Automatic activation of credentials on print
- Design custom reader profiles for each opening
- Create unlimited schedules and schedule exceptions
- Support for multiple hardware options
- User specified language: English and Spanish available

DATA AND APP SECURITY:

- Continuous app updates available automatically
- Data securely hosted in Microsoft Azure cloud
- Azure Active Directory integration for additional security

AUTOMATED BILLING:

- Choose from monthly or annual payment options
- Pricing based on subscription package and print plan(s)
- Process payments automatically via credit card or ACH

INTRODUCING BADGEPASS ONE!

The first of its kind, BadgePass ONE is changing the way customers produce ID badges. The intuitive, user-friendly, native app experience allows for versatility like you have never seen from an ID system before!

With BadgePass ONE, users can manage and issue badges from anywhere, including their phone or tablet. The software is easily downloadable from the App store, making it compatible with most mobile devices and eliminating costly and time-consuming software installation on your network.



MANAGE AND ISSUE BADGES FROM ANYWHERE

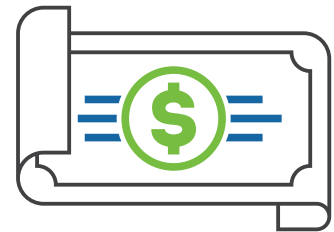
BadgePass ONE requires no software installation! The App is available for download from the Windows Store and Apple App Store, allowing for compatibility with most mobile devices.

Capture photos and print your badges from anywhere – a remote office location, a coffee shop, even your home! Your badges will be sent to a print queue allowing for easy card production at any card printer location.



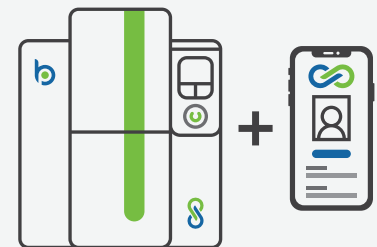
FLEXIBLE PRICING MODEL

With our simple and flexible pricing model, no customer is too small to cost-justify BadgePass ONE. Your subscription package is based on the number of cardholder records in your database and the number of card printer(s) required for card production. Included in that subscription package is everything you need for badge production – software, printer(s), ribbons and even support! Print as many IDs as needed each year, up to the size of your subscription package, with no hidden costs. Automatic billing occurs monthly or annually based on your facility's payment preferences.



ADVANCED PRINTER INTEGRATION

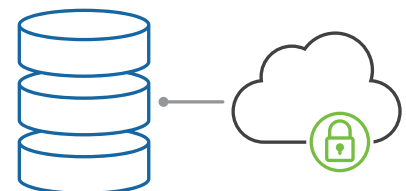
The BadgePass Connect printer was specifically designed for compatibility with BadgePass ONE software. All you need is an available IP address and a network connection to start printing badges! No printer driver is required; plus, our user-friendly portal allows you to easily monitor printer status, print test cards, check print counts and ribbon usage and more!



SECURITY AND DATA STORAGE

With BadgePass ONE, cardholder data is saved securely in the cloud, so there is no risk of losing it if a computer crashes, gets hacked or is stolen. Even better, there is no need to maintain on-premises servers and computer workstations just for ID badge production.

The app continuously updates as new features become available, so your system is always up to date.



BADGEPASS ONE

FEATURES & BENEFITS:

- Available to download in Windows and Apple Stores
- Compatible with Apple or Microsoft devices, including phones and tablets
- Native app experience eliminates browser-based issues
- Customize the app to your desired workflow and process
- Capture images remotely from any device within the App
- Import data fields, including cardholder information, list fields and more
- Ability to create conditional printing rules for badge production
- User specified language: English and Spanish available
- Add unlimited entities and custom data fields
- Export cardholder data fields as a .CSV file when needed

DATA AND APP SECURITY:

- Continuous app updates available automatically
- Data securely hosted in Microsoft Azure cloud
- Azure Active Directory integration for additional security

ADVANCED PRINTER INTEGRATION (Connect Card Printer):

- Allows for remote configuration, monitoring and troubleshooting of connected printer(s)
- No printer driver install required
- View card count and remaining ribbon availability from anywhere
- Remotely reboot the printer or print test cards
- Intuitive LCD screen makes it easy to run cleaning cards or troubleshoot issues
- Single and dual-sided print available
- Encoding options include magnetic stripe and smartcard enrollment

AUTOMATED BILLING:

- Choose from monthly or annual payment options
- Pricing based on subscription package and print plan(s)
- Process payments automatically via credit card or ACH

**CONTACT US TO LEARN MORE
OR SCHEDULE A PRODUCT DEMONSTRATION**

601.499.2131

www.badgepass.com

Sectigo Mobile Certificate Manager

In an expanding ecosystem that includes mobile devices and users bringing their own devices (BYOD), enterprises looking to prevent access from unauthorized users, applications and devices often use a “Zero Trust” model where trust is never granted implicitly and must be continually evaluated. The best in class approach is to use certificates for S/MIME, Wi-Fi, VPN, and browser client authentication. However, it is difficult to deploy certificates and keys (in the case of encryption), across the many devices that access enterprise assets, including email.

That is why security teams need a certificate management solution that can:



Issue certificates and keys to all mobile devices with or without an MDM, within or outside the enterprise.



Automatically renew certificates due to expiry, changes in certificate subject name, or cryptographic strength, so that device use is never disrupted.



Improve visibility using a single pane of glass, alleviating the headache of multiple key management portals, across multiple MDM and cloud vendors. This is important when a set of devices (or the certificate cryptography itself) is compromised.



Sectigo can help

With Sectigo Mobile Certificate Manager (MCM), you can issue and manage certificates and keys across iOS, Android and Chrome OS (Chromebooks) devices without user intervention. Sectigo supports all certificate types and is interoperable with all leading devices, operating systems, and MDM vendors.

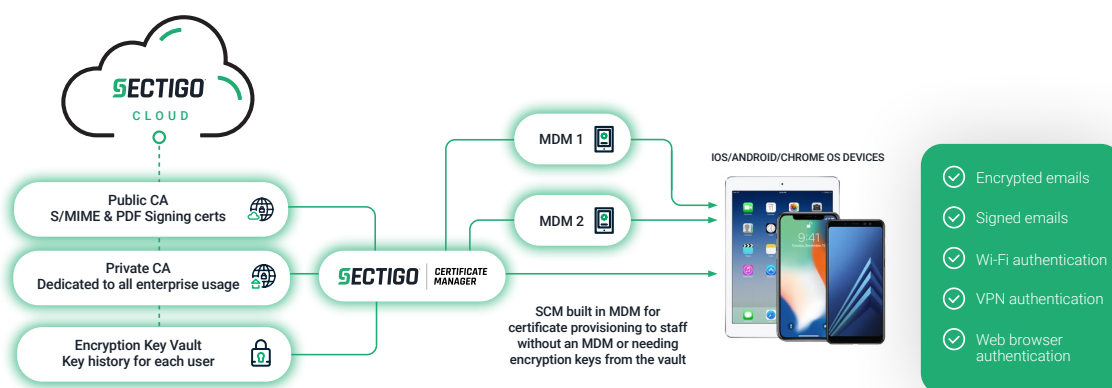


Sectigo Mobile Certificate Manager (MCM) enables your security team to store and manage certificates on mobile devices using Sectigo Key Vault while also benefitting from:

- Zero-Touch Distribution of Keys Across Devices**
 S/MIME requires that the same keys are distributed across multiple devices used for email. Sectigo MCM distributes entire encryption key history stored in Sectigo Key Vault to multiple mobile devices, so you can decrypt emails which used older keys on every device.
- Zero-Touch Issuance of Keys for Wi-Fi, VPN, and Client Authentication**
 Sectigo MCM can issue certificates at scale for Wi-Fi, VPN access and client authentication.
- Automated Certificate Lifecycle Management**
 With Sectigo MCM you don't have to manually issue, revoke/replace, or renew certificates. All certificate operations are automated and can be done using a single platform, including where possible provisioning the application to use the certificate.
- Passwordless Authentication on Mobile Devices**
 In order to implement Trusted Endpoints, certificates can replace one-time passwords (OTP) to authenticate both the user and the device, which simplifies the employee's experience.
- Scalable Certificate Issuance**
 Whether your mobile users number in the dozens, hundreds, or thousands, Sectigo MCM lets you issue certificates in an automated manner, with or without an MDM. This is particularly useful if you have an MDM, but have employees that are contractors from other companies, and unable to install an MDM onto their devices.
- Zero Trust assurance at the device level**
 Certificates are issued to each mobile devices ensuring only valid users and devices can connect to networks over the email sever, Wi-Fi, or VPN, or can access a website or cloud application. Where the hardware permits, Sectigo will install the certificate private key in such a way it cannot be extracted from the device.
- Enhanced Visibility and Reporting**
 Sectigo MCM lets you view the status of the certificates in use through a single platform, enabling you to see expiration dates and cryptographic strength while eliminating service disruptions for both public and private certificates.

With Sectigo, you can enforce cryptographic strength, maintain compliance, and future-proof your business while minimizing costs. Sectigo Certificate Manager can also be used to automate issuance and lifecycle management of all other certificates throughout your organization, across a wide variety of use cases that require digital signing, authentication, and encryption.

Sectigo Mobile Certificate Manager (MCM)



About Sectigo

Sectigo is a leading cybersecurity provider of digital identity solutions, including TLS / SSL certificates, DevOps, IoT, and enterprise-grade PKI management, as well as multi-layered web security. As the world's largest commercial Certificate Authority with more than 700,000 customers and over 20 years of experience in online trust, Sectigo partners with organizations of all sizes to deliver automated public and private PKI solutions for securing webservers, user access, connected devices, and applications. Recognized for its award-winning innovation and best-in-class global customer support, Sectigo has the proven performance needed to secure the digital landscape of today and tomorrow. For more information, visit www.sectigo.com and follow [@SectigoHQ](https://twitter.com/SectigoHQ).

Sectigo Certificate Manager

CA Agnostic Certificate Lifecycle Management for the Modern Enterprise

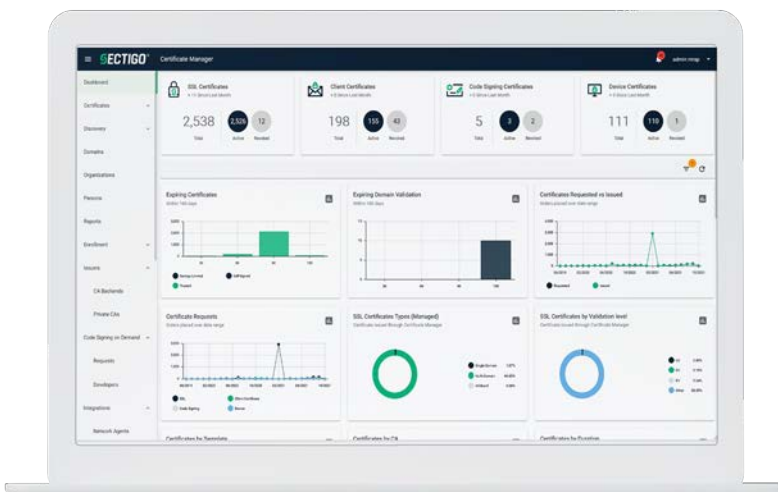
Manage Public and Private Certificates Issued by Sectigo and Other CAs From a Single Platform.

Sectigo Certificate Manager (SCM) is a universal platform, purpose-built to issue and manage the lifecycle of public and private digital certificates to secure every human and machine identity across the enterprise, all from a single platform. With SCM, customers can automate the issuance and management of Sectigo certificates, alongside their certificates from other publicly trusted Certificate Authorities (CAs) and private CAs, like Microsoft Active Directory Certificate Services.



SCM HIGHLIGHTS:

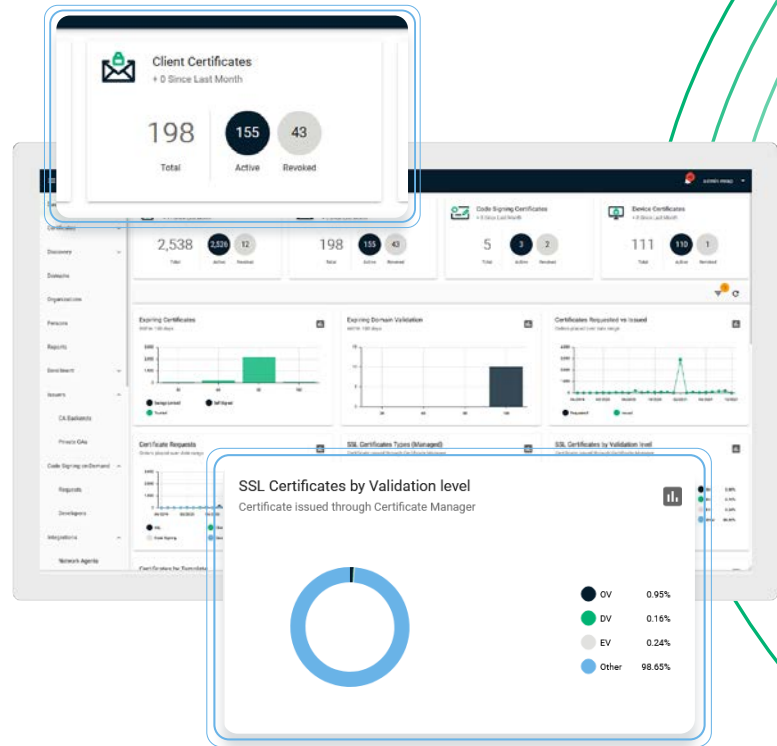
- ✔ Industry-leading certificate portfolio
- ✔ Modern cloud deployment for instant setup and lower operating costs using audited industry best practices
- ✔ Integrations with popular enterprise applications
- ✔ Provides 100% automation for customer's Active Directory Certificate Services
- ✔ CA agnostic to issue and manage certificates from other public and private CAs
- ✔ Operates multiple CAs to maintain redundancy and quickly implement automation for existing certificates
- ✔ Automated certificate and key installation and renewal
- ✔ Enables new and emerging certificate-based use cases
- ✔ Single platform management across all X.509 and SSH certificates



Certificate Lifecycle Management

SCM leverages Sectigo's extensive portfolio of public and private certificates which can be employed to address an extensive range of use cases including:

- TLS/SSL certificates
- User certificates
- Device or machine certificates
- Document signing certificates
- Code signing certificates
- S/MIME certificates
- eIDAS certificates
- SSH certificates



SCM offers a variety of functions to manage the entire lifecycle of the diverse set of certificates and keys used in the enterprise.

A modern enterprise will have a wide variety of certificates addressing various use cases. These may include SSL certificates for websites and load balancers on both sides of the firewall, user certificates to authenticate employees and device certificates to authenticate their laptop or mobile device.

Development teams may have sourced their own certificates to facilitate the authentication of applications. In some cases, these certificates

will have been acquired from other certificate providers by different teams and with limited oversight by IT. Enterprises now recognise the risk inherent in such an approach and see the increasing need for gaining greater visibility and control of the certificates regardless of the CA under a single CLM platform.

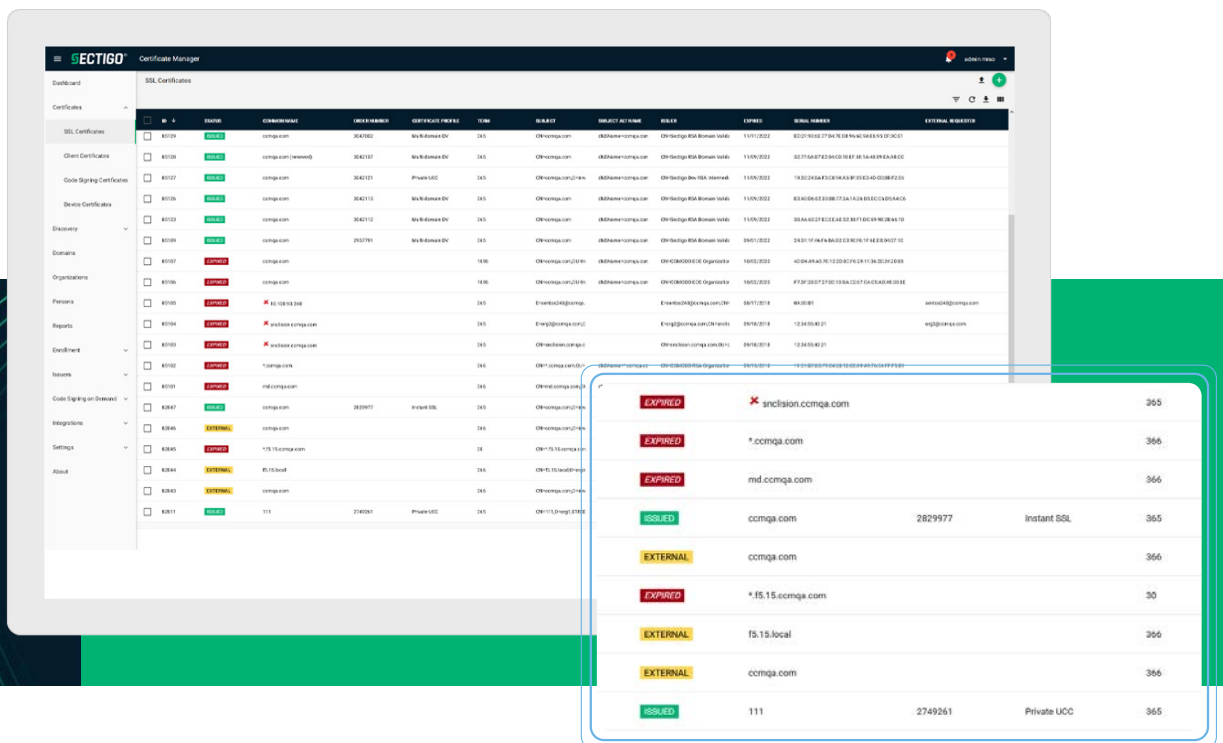
The first step in getting control of certificates in the enterprise is to find what certificates are already active.

Continuous Certificate Discovery

SCM provides discovery of certificates throughout the enterprise enabling greater visibility into certificate assets deployed in the network. Sectigo discovers SSL/TLS certificates from any CA using a port scan, and certificates of any type issued by ADCS. Additional discovery mechanisms will be added in upcoming releases.

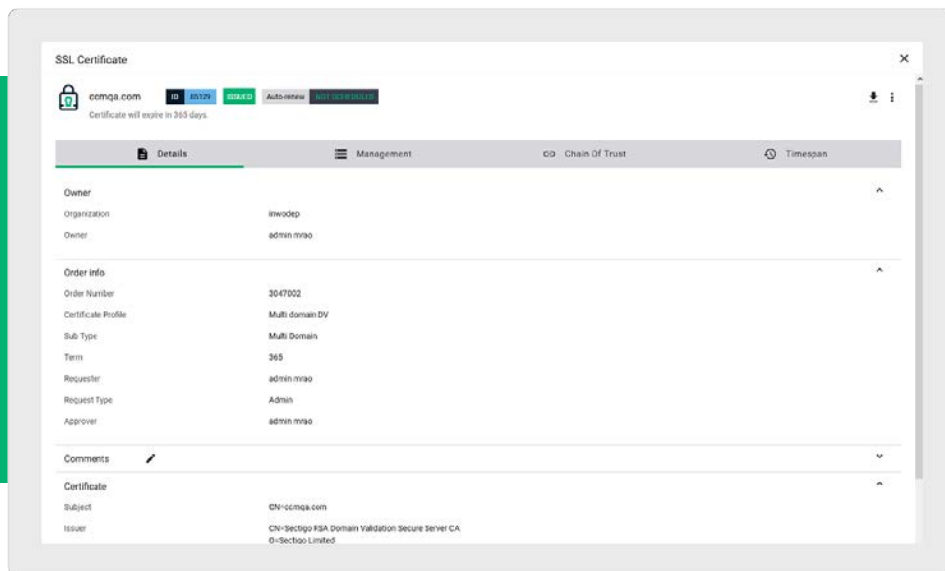
SCM populates the dashboard with a list of discovered certificates, providing valuable information about the status and owner of each certificate.

The certificates will be verified for compliance to the corporate policy, triggering notifications in the event the certificate is about to expire, and enabling the certificate to be automatically renewed. It will also detect any humans or machines that have a certificate that should not. For example, a web server connected to the internet with a certificate without authorization.



Certificate Issuance

SCM provides automated delivery and installation of certificates from Public and Private CAs. This enables digital identities for humans and machines, driving secure communication, user authentication and encryption capabilities. SCM can also issue certificates from 3rd party CAs such as MSCA. It addresses all certificate issuance needs, supporting flexibility, redundancy, and compliance.



With SCM, users can issue and deploy certificates to approved users and devices replacing manual operations typically used to install the certificate. SCM also enables automatic renewal of certificates.

Technology standards that define certificates such as X.509 provide for a range of fields and values that can be leveraged to support new applications such as identification, policy management and authorisation. Most certificate management platforms have only limited ability to populate these fields, restricting their value to management of only the most basic certificate roles. Only Sectigo provides comprehensive capabilities to populate and manage these fields, applying complex rulesets to control formatting and prevent duplication. It is these capabilities that help SCM enable enterprises to build complex solutions supporting modern IT operations.

Certificate Management

SCM provides management of any X.509 or SSH certificate in the enterprise. This includes issuance, replacement, renewal and revocation. Certificates can be managed manually, using the SCM UI or can be automated using built in tools and capabilities.

SCM provides management of keys, specifically encryption key archiving, installation into authorized machines and ensuring all keys are protected in either the machine's Trusted Platform Module (TPM) or Hardware Security Module (HSM).

SCM offers a single dashboard to view all certificate metrics and status across the entire enterprise. An enterprise can track and control certificate creation, expiration and renewal ensuring ongoing manageability of certificate resources.

“SCM's certificate lifecycle management capabilities significantly reduce manual effort, prevent human error, avoid service outages and reduce overall cost of operations.”

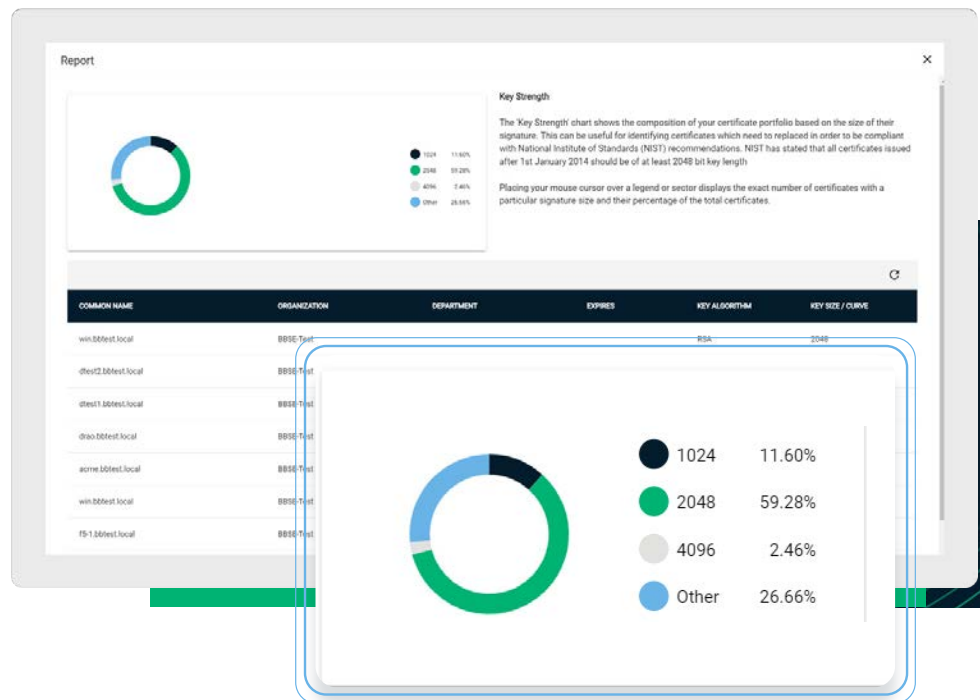
Certificate validity periods are getting shorter throughout the industry. SSL/TLS certificates are now required to be no longer than 13 months. Email and document signing certificates should be kept to a similar validity schedule to reduce risk of compromise. A certificate needs to be renewed before it expires to ensure continuity of service. If an enterprise only has a small number of certificates, it may be possible to track expirations and renewals using a spreadsheet. But very quickly the task becomes complex and unreliable.

Depending on manual processes to track renewals is too fraught with risk for any secure modern enterprise. IT departments must be able to visualise and quickly understand when certificates are expiring and take action, otherwise they may soon be dealing with the impact of a significant outage.

Certificate Governance

SCM helps enforce consistent corporate policies across all certificates from any CA. The enterprise can define the cryptographic strength and contents of all certificates and enforce control by only issuing certificates that comply to this policy.

These same enforcement rules can be applied to certificates issued by other CAs and discovered by SCM. This allows the IT administrator to quickly identify certificates that are out of compliance.



SCM's dashboard capabilities provide visibility of certificate status and other characteristics across the entire certificate inventory.

SCM includes significant reporting capabilities which can be used to facilitate audits and compliance. Having one platform with full visibility of all certificate activity throughout the enterprise is the only effective way of ensuring policies are being complied with. Reports can be created showing certificate

status and activity, filtered by timeline, organization etc. This will become critical for events like Quantum computing attacks, where you need to find all compromised certs and replace them quickly and automatically.

SCM offers tools to help with all aspects of the certificate lifecycle including configuration, issuance, revocation, renewal, and distribution. Having one platform where all certificates are managed provides greater efficiencies and avoids certificate silos. SCM's modern cloud-based architecture ensures resilience, scalability, and immediate availability of the latest certificate management capabilities.

Key Management

SCM archives private keys so that encrypted files and email can be decrypted in case the private key is accidentally destroyed or the enterprise needs access to files encrypted by the employee. The platform provides complete access control with detailed key logs for monitoring and auditing purposes to ensure the proper use of keys.

SCM automates the management process of encryption key lifecycles including key generation, key storage, and key deletion. It also automatically installs the encryption key on devices the user uses to decrypt files and emails. SCM protects the archived key from being accidentally disclosed to an unauthorized user.

With the SCM cloud-hosted platform, enterprises can scale to create and manage a portfolio of encryption keys directly from a single platform.

Certificate Use Cases

Certificates underpin many use cases in the modern enterprise. SSL/TLS certificates are well understood and essential to the functioning of modern cloud and web-based solutions. But there are many other applications of certificates that further increase the scope and scale required by a certificate lifecycle management solution. As enterprises implement new certificate-based solutions including DevOps services, Robotic Process Automation, passwordless authentication, document signing and email encryption, the number of certificates under management will increase significantly, placing certificate lifecycle management at the core of IT operations.

Server Certificates

In today's enterprise, the combination of the increased number of servers and more complex networks has driven the need for a modern approach to automating the lifecycle management of enterprise SSL certificates on both sides of the firewall. Certificates are also required for load balancers, a critical component of scaled web infrastructure. SCM simplifies the task by providing an automated SSL certificate management solution for every server and load balancer across your environment.

Machine Certificates

The enterprise has many machines needing to authenticate themselves and then encrypt the communication. SCM can both create those certificates and then automate the install and renewal. Examples include:

- DevOps micro-services
- Robotic Process Automation
- Devices connecting to the network, wired or Wi-Fi

Code Signing on Demand

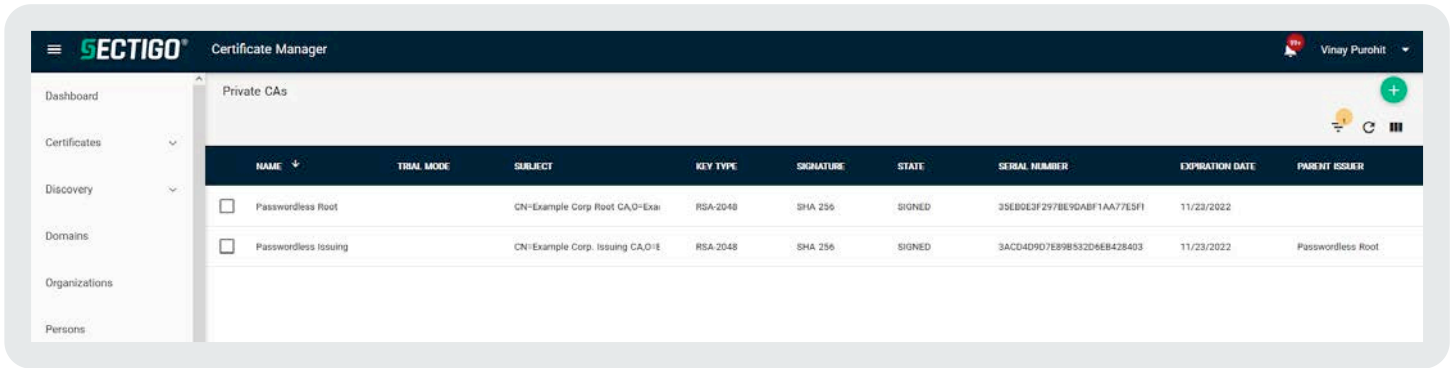
Modern development organizations have complex certificate demands driven by rapid development cycles and software containerization. SCM provides a flexible and responsive certificate-based solution for Code Signing, enabling applications to be signed on demand and at scale.

This could be signing an application delivered to your customers or signing the code running in a DevOps container. Signing code reduces the possibility of rogue code from unapproved providers being deployed in the enterprise.

	STATUS	ORDER NUMBER	CERTIFICATE PROFILE	TERM	REQUESTED VIA	SUBJECT	EXPIRES	SERIAL NUMBER	ORGANIZATION	DEPARTMENT
<input type="checkbox"/>	EXPIRED		SECTIGO Publ...	365	Discovery		04/02/2020	68:00:00:00:26:14...	Sollude Inc	
<input type="checkbox"/>	REVOKED	499059076	SECTIGO Publ...	365	PKCS10	CN=Comodo CA Ltd...	08/05/2022	4D:81:4E:D7:04:75...	Comodo CA Ltd.	
<input type="checkbox"/>	RE-REJECTED	265675455	SECTIGO Publ...	1	Signed Public Key an				Comodo SE	
<input type="checkbox"/>	REVOKED	257235377	SECTIGO Publ...	1	Signed Public Key an	CN=Comodo CA Ltd...	07/08/2020	35:4A:35:5A:77:8C...	Comodo CA Ltd.	
<input type="checkbox"/>	REVOKED	447905453	SECTIGO Publ...	365	PKCS10	CN=Sectigo, O=Secti...	09/02/2022	27:F1:6F:8D:0B:F2...	Sectigo	
<input type="checkbox"/>	INVITED		SECTIGO Publ...	1	PKCS10				Comodo CA Ltd.	
<input type="checkbox"/>	EXPIRED	271927388	SECTIGO Publ...	1	PKCS10	CN=Comodo CA Ltd...	25/09/2020	D2:3A:4D:D6:3B:BE...	Comodo CA Ltd.	
<input type="checkbox"/>	APPLIED	819276573	Code Signing	365	PKCS10				Sectigo	
<input type="checkbox"/>	INIT		Code Signing	365	PKCS10				Sectigo	

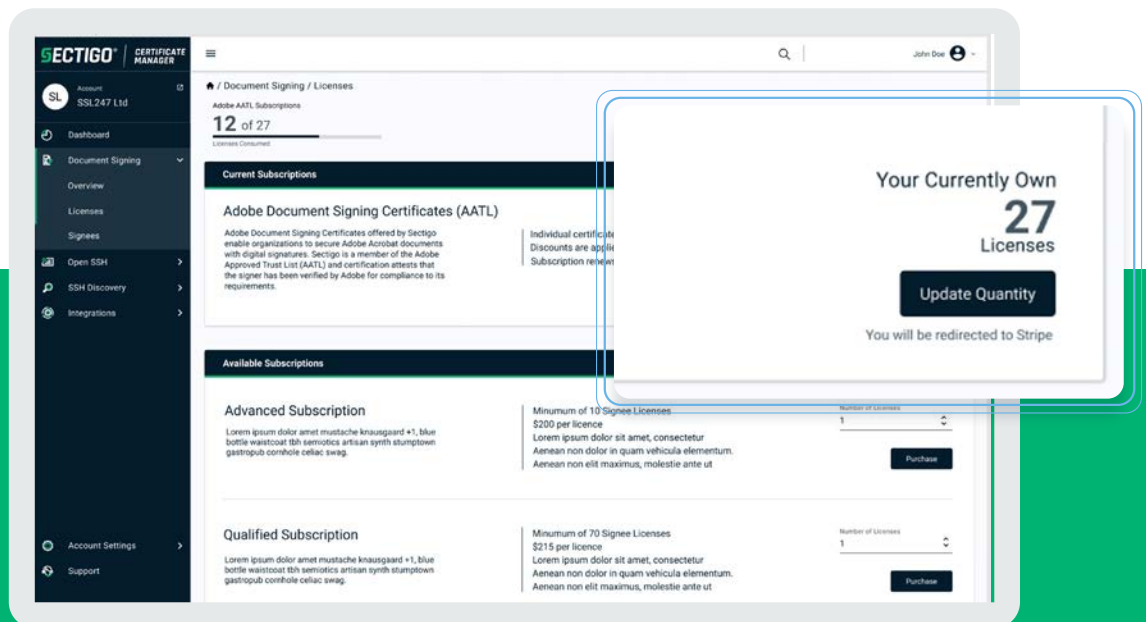
Passwordless Authentication

Certificates offer the potential for replacing passwords and one-time-passwords as the primary form of user and device authentication. SCM automates the deployment of certificates across the enterprise resulting in cost savings, reduced IT overhead and better security. All machines manufactured since 2016 embed TPM capabilities which protect the private key from being replicated to another machine. This includes Windows, Mac, iOS, Android, and Chromebooks. SCM will force the key to be stored and renewed in this HW, so not only do you know it is the authorized user, but it is also the authorized device. All while eliminating the password, enabling authentication for Zero Trust Network Access, and allowing windows login without a password.



Document Signing

Digital signatures for documents are becoming mandatory for many transactions and offer a compelling approach to reducing business fraud while improving the productivity of employees working from home. Certificate management is an essential element in a document signing solution and SCM provides mechanisms to help scale document signing across an entire business. Digital Signatures are no longer limited to finance and legal departments but can be easily leveraged by individuals at every level in the organization. Sectigo's document signing solution saves enterprises money while providing a more resilient information transfer infrastructure. These signatures are trusted by Adobe PDF reader anywhere in the world.

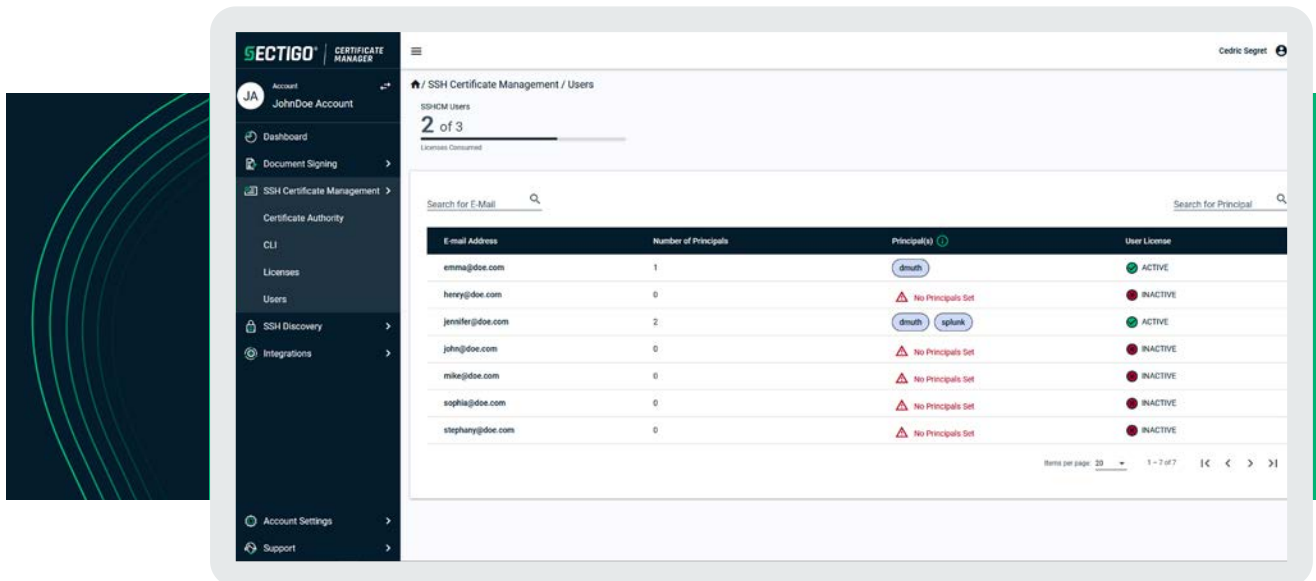


The European eIDAS standard for qualified trust services is leading to broader usage of signed and sealed documents between European companies. Sectigo offers eIDAS compatible certificates as a QTSP (Qualified Trust Service Provider). These can also be managed via SCM.

SSH Certificates

Certificate-based SSH authentication provides tremendous benefits over traditional key based approaches. SCM provides the tools to create and distribute SSH certificates resulting in clear advantages for the enterprise including reduced costs, controlled validity periods and a simple revoke and replace process. Better yet, it works with the OpenSSH product you already have deployed.

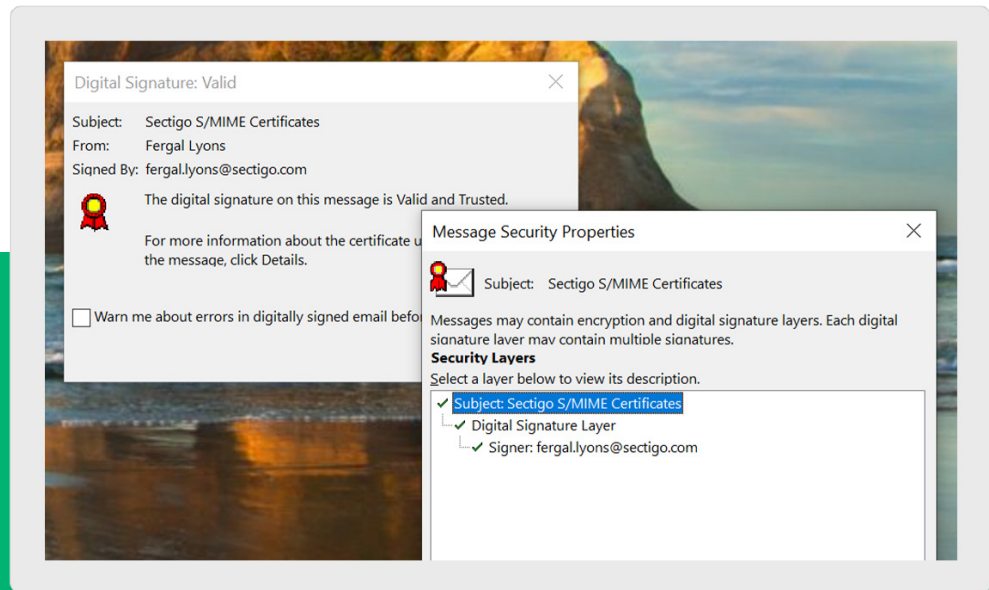
Investing in certificate based SSH authentication will save any organization from numerous headaches and pitfalls.



Email Security

Email security is becoming increasingly important for compliance with privacy regulations such as GDPR and HIPAA. Enterprises can secure corporate email accounts by digitally signing and encrypting communications with Secure/Multipurpose Internet Mail Extensions (S/MIME) email certificates. These certificates validate the digital identity of the user and encrypt and decrypt emails and attachments. Sectigo's secure enterprise email certificates are supported by all the major email providers and mail applications, including Microsoft Outlook, Exchange, Gmail, popular mobile operating systems, and more.

Sectigo offers Zero-Touch S/MIME encryption to simplify the deployment of user certificates across the enterprise. With SCM, IT professionals can seamlessly deploy and maintain email certificates for any user across any device - all with a single click.



Integrations

SCM has integrations with all the popular application used within the enterprise. Some examples:

- DevOps containerization & orchestration tools.
- Automation standards to integrate with applications using that same standard, such as Universal Endpoint Managers & networking gear using SCEP, IoT devices using RFC 7030 and ACME.
- Cloud vendor applications such as AWS Certificate Manager, CloudFront, Elastic Load Balancer, Azure Key Vault.

These integrations automate certificate deployment and compliance ensuring alignment of your certificate strategy across the enterprise.

INTEGRATE, AUTOMATE, STORE

Tech Partners Microsoft Adobe f5 APACHE CITRIX servicenow

Endpoints MCM Portal iOS Microsoft Intune aws Google Cloud vmware android

DevOps HashiCorp kubernetes Terraform Jenkins CHEF
 SALTSTACK JETSTACK puppet ANSIBLE docker

Key Vaults Azure Google aws

Mail

Standards ACME {REST:API} SCEP EST X.509 eIDAS

Subscription Pricing

SCM subscription provides the customer the freedom to issue certificates with any lifetime and change what human or device the certificate subscription is used for. For example:

- issue 52 one-week certificate in sequence
- issue a one-year certificate
- issue a certificate for the replacement employee with no additional fees

The subscription can bundle the certificate and certificate management/automation to provide an even greater value to the customer, eliminating the need for a more expensive CLM vendor.

An optional Enterprise Subscription model allows for growth in the number of active certificates without the need for additional purchases.

About Sectigo

Sectigo is a leading provider of digital certificates and automated certificate lifecycle management solutions to leading brands globally. As one of the longest-standing and largest Certificate Authorities (CA), Sectigo has over 20 years of experience delivering innovative security solutions to over 700,000 businesses worldwide. Sectigo is the leading certificate lifecycle management provider supporting multiple CA vendors and integrating with the largest software ecosystems in the world.

SUPERIOR PERFORMANCE:

The NXTElite card printer was designed with performance and print quality in mind! This best-in-class desktop printer features record print speeds up to 280 cards per hour, allowing for maximum output. Even better, there's no need to sacrifice quality, as the printer boasts 300dpi high resolution printing, resulting in outstanding badge production quality.

FEATURES:

- Print speeds up to 280 cards/hour
- High resolution printing capabilities
- Color matching option
- Field-upgradable options for encoding
- Optional laminator for increased durability



IDEAL FOR:

- Student IDs
- Contractor Badges
- Employee Badges
- Access Control Cards
- Membership Cards
- and more!

HARDWARE SPECIFICATIONS:

GENERAL FEATURES	Single-sided or dual-sided printing module Edge-to-edge printing Direct-to-card dye- sublimation/Resin thermal transfer
PRINT SPEED	Single Side: Color (YMCKO): 280 Cards per hour Monochrome (K): up to 1000 cards per hour Dual Side: Color (YMCKO-K): 170 Cards per hour
ADDITIONAL OPTIONS	Magnetic stripe encoder Contactless smart encoder Proximity encoder Lamination option (single or dual-sided) Upgrade kit for dual-sided printing LCD Color touch-screen display
CONNECTIVITY	USB (1.0, 1.1, 2.0, 3.0) Ethernet TCP-IP
SAFETY	Print head protection element Data encryption for magnetic coding
DISPLAY/USER FRIENDLY	LED Control Panel Graphical notifications from the printer: cleaning alerts, empty/low-level ribbon, and card alerts, etc.
CARD MANAGEMENT	Input hopper capacity: 100 cards Output hopper capacity: 100 cards Reject tray capacity: 50 cards Card thickness: 0.25 to 1.25mm (10 to 50mil) Manual gauge adjustment Input hopper low card level and empty hopper detection
BADGEPASS RIBBONS	YMCKO: 300 yield YMCKO-K: 200 yield K: 2000 yield
WEIGHT	9.06 lbs
DIMENSIONS	14.99" L x 8.07" W x 9.72" H
WARRANTY	3 Year (36 months) standard

ENTERPRISE PHOTO ID SOFTWARE

BadgePass Identity Manager is unlike any other ID badging software in the industry. This user-friendly Photo ID software allows you to not only create unique, high-quality ID badges, but also manage and track the entire life cycle of that badge. Identity Manager is the foundation for your fully integrated credential management system, enabling seamless integration with other software applications and unlocking unlimited future potential for your card!



ADVANCED BADGE DESIGN CAPABILITIES

BadgePass Studio, included with BadgePass Identity Manager, is the most user-friendly card design application in the industry. This application allows users to design unique and secure credentials for professional photo ID badges, visitor badges, membership cards, loyalty cards, event passes, and more. Easily add text fields, photos, images, signatures, 1D and 2D barcodes and more to your ID card design!



DATA INTEGRATION TOOLS

BadgePass DataSync is a powerful tool that allows users to import data from an existing data source into the BadgePass system. It streamlines the enrollment process by eliminating the need to manually enroll cardholder information and ensuring that the information in your system is continually up to date. Even if you have multiple databases, DataSync can manage multiple data integrations and import all relevant and required cardholder data into BadgePass.



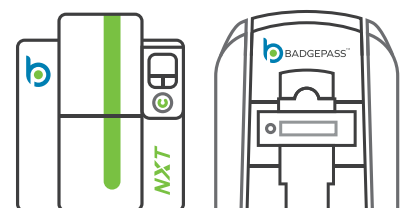
STREAMLINED CARD ISSUANCE

Streamlining the card issuance process is our number one priority at BadgePass. As a result, our card production process ensures that cards are not only printed and personalized, but are also activated during print, enabling a cardholder to instantly start using their badge for anything they need it for including door access, tracking and other transactions.



ADVANCED CARD PRINTER CAPABILITIES

With Identity Manager, we give you the ability to read the secure data stored on a technology card (ex: proximity or smartcard) during the print process and assign it back to the appropriate cardholder. While reading that number, we also activate any security privileges or permissions that are assigned to that user, ensuring their card is active as soon as it is finished printing. Identity Manager is compatible with a variety of industry-leading desktop card printers, giving you added flexibility and the best possible card production experience.



BADGEPASS IDENTITY MANAGER

SIMPLIFIED SYSTEM EXPANSION

More than just an ID system, BadgePass Identity Manager is the foundation for a fully integrated credential management system. Unlike most photo ID software that is centered around producing ID badges for visual security, BadgePass gives your ID badge more functionality and usability to help you get the most out of your system as your security needs grow.



FREE ACCESS CONTROL SOFTWARE

We understand the importance of building a strong foundation for your organization's security, starting with the badge. That is why we also include FREE Access Manager software with every purchase of Identity Manager. Even if you aren't ready to implement door access control at your facility today, activating those licenses at a later date is extremely easy.



FEATURES & BENEFITS:

- Intuitive Badge Design Interface
- Add Text Fields (Variable & Static)
- Add Photo Fields
- Copy Card Designs or Fields Between Projects
- User-Defined Card Size
- Multiple Field Selection, Alignments and Formatting
- Dual-Sided Template Designs
- Dual-Sided Printing and Batch Printing
- Flexible Font Sizing and Colors
- Set Conditional Design Rules
- Variable Graphics
- Ghosted Images
- Magstripe Compatibility
- Barcode Support (1D, 2D, QR and more)
- Smart/Prox Card Enrollment
- Driver's License Scanning Capabilities
- Integrated Photo Capture (TWAIN, DirectShow & WIA)
- Save Multiple Images Per Record
- Import Images from File
- Signature Capture
- Flexible Printing Rules
- Network Printing
- Batch Printing or Single Record Print
- Print History Details
- Print Capabilities with a Wide Variety of Desktop Card Printers
- Audit Trails for Created/Edited Records
- Custom Fields
- Importing of Custom Field Data
- Active Directory™ Integration
- ODBC Import (Data Sync)
- Flat File (.csv) Import
- Save and Search Records
- Advanced Search Rules and Criteria
- External Search Capabilities
- Automatic Username Generation
- View/Edit Only Mode
- Campus Filtering
- National Sex Offender Plug-In
- Third Party Form Population/Screen Push
- Integrated Visitor Management Software
- Free Access Control Software
- and more!

CONTACT US TO LEARN MORE OR SCHEDULE A PRODUCT DEMONSTRATION

806-373-4148 | 800-749-9025

www.diamondbusiness.net

The next generation of direct-to-card printing, the Halo Card Printer from BadgePass was specifically designed for the evolving ID and security industry.

UNMATCHED SECURITY

The most secure card printer available, secure boot technology protects your system from malware or viruses on bootup and the Trusted Platform Module manages the printer's own certificates and keys. All data sent between the software and printer is encrypted, keeping your cards and data safe and secure throughout each step of the badge issuance process.

USER-FRIENDLY

From unboxing to issuing cards and managing the printer, Halo is extremely user-friendly. The intuitive printer dashboard allows for viewing of printer status, cleaning status, firmware updates and more – all from your mobile device. BadgePass Halo ribbons are easy to swap out and automatically recognized by the printer.

PROFESSIONAL PRINTING

Available for single or dual-sided card production, the Halo printer offers high-quality 300 dpi printing capabilities, allowing you to print professional looking IDs for everyone in your organization. The optional lamination and tactile impression modules allow for advanced badge design security features.



IDEAL FOR:

- Employee Badges
- Student IDs
- Healthcare and Patient Cards
- Event Passes
- Access Control
- and more

HARDWARE SPECIFICATIONS:

GENERAL FEATURES	Single-sided or dual-sided printing Color dye-sublimation print technology 300 dpi print resolution Variable LED Light Ring
PRINT PERFORMANCES	Single-Sided color (YMCKT): Up to 500 cards/hour Dual-Sided color (YMCKO-KT): Up to 180 cards/hour
ADDITIONAL OPTIONS	RFID upgrade kit for dual-sided printing Magnetic stripe Contactless smart card encoder Lamination option (single or dual sided) Tactile Impression Module
CONNECTIVITY	USB and Ethernet
CARD MANAGEMENT	Input hopper capacity: 125 cards Output hopper capacity: 25 cards Card thickness: 0.25mm – 1.016mm
BADGEPASS RIBBONS	YMCKT: 500 yield YMCKT-KT: 350 yield KT: 1000 yield
WEIGHT	12.1lbs, varies with options
DIMENSIONS	17.4" L x 8.9" W x 9" H
WARRANTY	3 Years (36 months) standard



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Security and Safety Specialist Since 1982



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Touchless Security Screening

Evolv Express®

The days of invasive weapons screening are over.

The days of invasive weapons screening are over. Screening procedures that rely on metal detectors, hand wands, and invasive bag checks are slow and manual, resulting in uncomfortable, and unsafe, crowding.

Introducing the Evolv Express®

AI differentiates personal items from threats.

Unlike traditional metal detectors, Evolv Express uses advanced sensor technology and artificial intelligence to screen guests while they walk through at a natural pace—without stopping and without handing over their belongings. Express offers a dual lane, free-flow system proven to operate up to ten times faster than traditional metal detectors, alerting operators to the presence of weapons while ignoring harmless personal items like cell phones, keys, and coins.

See potential threats for faster issue resolution.

When a potential threat is detected by the system, real-time image aided alarms show guards where the potential threat is located on a person or in his or her bag. This greatly reduces the amount of physical contact required and allows guards to act quickly and efficiently.

Prioritize the guest experience.

Families and groups can enter your venue together without long lines and without invasive checks. It's a welcoming experience that maintains dignity and accelerates entry for your guests and employees while keeping venues and facilities safe from threats.

Advance a proactive security posture.

With Evolv Insights™, the accompanying web-based and mobile-enabled analytics application, Evolv Express can account for its own performance, supporting post-event analysis and future operational planning. View visitor arrival curves and alarm rates by entrance, time, and date to understand where and when the flow of people—and threat objects—peak. Staff entrances accordingly for a proactive approach to security and operations.



Only Evolv Express®



Fast and Efficient: Screen 4,000 people per hour, 10X faster than metal detectors.



Easy to Operate: See where the threat is located, reducing search time and fatigue.



Flexible and Portable: Ideal for indoor and outdoor use, easy to set up and move.



Integration: Communicate alerts to other security technologies across a venue.



Analytics: Support post-event analysis and a proactive security posture with the Web-based and Mobile-enabled app.

Integrate with security technologies across your venue.

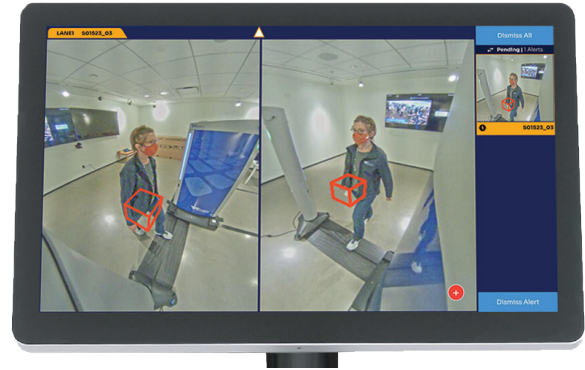
Easy-to-configure integrations with security technologies like VMS (video management systems) and Mass Notification Systems are built into Evolv Express, allowing critical notifications and alert images to be communicated to the extended security ecosystem throughout your venue. Teams at the SOC (Security Operations Center) can instantly receive verified threats, requests for assistance, and location information from Express, initiating security protocols and procedures when a weapon is identified at the system to better protect your guests and employees.

Introducing the Evolv Express®

Evolv Express is the world's first and only touchless security screening solution that meets all of the post-pandemic security screening requirements. Express is proven to operate up to ten times faster than traditional metal detectors with its duallane, free-flow entrances and fusion of new sensor technology and artificial intelligence. The system is able to spot weapons while ignoring harmless personal items all while visitors simply walk through at a natural pace. Families and groups of people can now walk in together without long lines. It's a welcoming experience and allows them to make their way to the concessions or seats quicker.

About Evolv Technology

Founded in 2013, Evolv Technology is the leader in human security solving the security screening problems of today with the most innovative technology and thinking. Evolv makes it possible for venues of all kinds to keep visitors and employees safe from concealed weapons, pandemic health threats and intruders. The company's Evolv Express has earned industry accolades that include the 2021 Artificial Intelligence Product Excellence Award, 2020 Edison Awards™, 2020 Campus Safety BEST Award and two Secure Campus 2020 Awards.



Evolv Technology has screened more than 200 million people, second only to the Department of Homeland Security's Transportation Security Administration (TSA) in the United States, and its technology combines powerful, advanced sensors with proven artificial intelligence (AI), security ecosystem integrations, and comprehensive venue analytics to reliably detect threats 10 times faster than traditional metal detectors.

Seeing is believing. Watch our latest video or join one of our Experience Evolv Events. Learn more at www.diamondbusiness.net



We knew our former security screening process would provide challenges in the pandemic environment,” said Jason White, managing director of corporate safety and security at Hershey Entertainment and Resorts.

“We’d already been evaluating how we could improve on our guest screening process and had piloted Evolv Express last fall because the system could accommodate thousands of people an hour in a frictionless, nostop flow. As we began formulating the security screening aspect of our pandemic reopening strategy, it was clear that Evolv Express was the best solution that could meet our requirements. Our guests and security staff have been pleasantly surprised at the speed of the touchless screening experience that largely eliminates manual bag checks. The responsive customer support and working relationship we have with the Evolv team is just as phenomenal as their product.”



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Contract # 21-01PG-04



HISTORICALLY UNDERUTILIZED BUSINESS
HUB# 78922



Contract #s 200604, 181104 and 200203



BADGEPASS ONE ACCESS CONTROL READER DEVICES

Take your system to the next level with secure door access control in BadgePass ONE. BadgePass ONE allows for streamlined reader deployment and easy to manage door access privileges unlike any other door access system on the market.

Coupled with a variety of user-friendly reader device options to choose from and our flexible subscription pricing model, access control has never been easier to deploy!

BADGEPASS READER-CONTROLLER

The BadgePass Reader-Controller (RC) combines reader technology with the intelligence of a controller to provide a secure access solution ideal for perimeter and high security applications. By utilizing your on-site IT network, this amazing device is easy to deploy and extremely scalable for organizations of all sizes.

This option is ideal for facilities requiring real-time system connectivity. Updates to the software are immediately reflected at the device level if the network connection is online.

- Ideal for exterior or interior openings.
- Available in mullion or wall-mount styles.
- Can interface with an electrified lock, electric strike, exit device and/or automatic operator.
- Potential solution for doors with existing access control hardware in place.
- Advanced Security Module included for exterior doors for increased security.
- Network (PoE) connectivity allows for immediate updates from the software.



BADGEPASS INTERIOR WIRELESS DOOR LOCK (MORTISE)

The BadgePass wireless mortise door lock is designed to extend secure door access deeper into your facility. Easy to install, these devices include the mortise lock, reader, and access control sensors together in a small footprint that is elegant and easy to install. Easily connect to a Wi-Fi network to receive daily system updates from BadgePass ONE.

- Designed for interior mortise openings.
- Combines mortise lock, reader, and access control sensors.
- Reduce installation costs by eliminating wiring.
- Fits standard mortise prep with minor modifications.
- Wi-Fi connectivity allows for automatic daily updates from software.
- Multiple finishes and lever styles available.
- Requires 4 AA batteries.



BADGEPASS INTERIOR WIRELESS DOOR LOCK (CYLINDRICAL)

The BadgePass wireless cylindrical door lock is designed to affordably extended secure door access deeper into your facility beyond traditional perimeter and/or high security openings. Easy to install, these devices include the lock, reader, and access control sensors together in a small footprint on the door. Easily connect to a Wi-Fi network to receive daily system updates from BadgePass ONE.

- Designed for interior cylindrical openings.
- Combines lock, reader, and access control sensors.
- Reduce installation costs by eliminating wiring.
- Standard cylindrical door prep – installs in minutes with only a screwdriver.
- Wi-Fi connectivity allows for automatic daily updates from software.
- Multiple finishes and lever styles available.
- Requires 4 AA batteries.



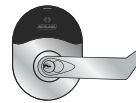
MOST POPULAR LEVER DESIGNS AND FINISHES:



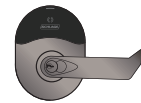
SPARTA | SATIN CHROME



SPARTA | AGED BRONZE



RHODES | SATIN CHROME



RHODES | AGED BRONZE

**Additional options available. Lead times variable based on selection.*

A Guide to Getting to Know Your Child's School Security Screening System

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Students and teachers have a fundamental right to feel and be safe in the classroom. Advanced weapons detection screening is helping to keep schools safer and empowering teachers to bring the focus back to education, as it should be, so that learning, development and wellbeing of children is at the center of the school day.

Who is Evolv Technology?

Evolv was founded in 2013 with a vision to keep people safe at schools, stadiums and arenas, performing arts venues, houses of worship and everywhere people gather. Our founders have personal experiences that drove them to develop a better security solution to make places where people gather safer without the negative experience associated with airport, courthouse or prison security. They knew there had to be a better way. Each member of the Evolv team shares a deep sense of purpose and commitment to our mission of helping to make the world a safer place. We've assembled leaders in physics, engineering, security, intelligence, and operations to build technology to bring that vision to the market.

Keeping schools safe is at the center of our mission. We believe that your children and their educators deserve to be safe. It's their right. It's our purpose.

About Evolv Express®

Evolv Express® is not a metal detector. Evolv Express is an advanced weapons detection system. Evolv Express uses artificial intelligence and sensor technology to instantly distinguish a phone or personal item from a potential weapon or component of a weapon. Unlike a metal detector, Evolv Express is not looking for metal, but rather, for weapons and parts of weapons only.

Today, we move through life expecting a touchless, frictionless experience. We carry technology with us. Through a combination of powerful sensor technology and proven artificial intelligence, we can now screen for threats at an unparalleled ease and speed with digital insights that continually improve security. Students enter their school building, being screened for weapons at the natural pace of life, while being greeted by a school representative at the start of their day. Working to keep weapons out of the building without creating a stressful experience for students or teachers has been a game-changer for schools around the country.

How Evolv Express Works

Educators, parents and caregivers need peace of mind when their children are at school, and students need to feel and be safe. Invasive weapons screening does not work in a school setting. Screening procedures that rely on metal detectors, hand wands, and invasive bag checks are slow and manual, resulting in uncomfortable, and unsafe, crowding that can increase anxiety and set a negative tone for the school. We want children to feel safe, feel welcome, and feel seen when they enter the building to start their day.

Evolv Express empowers schools to increase the safety of their buildings while greeting students every morning at school by someone dedicated to their well-being. Because the

system is only looking for weapons and components of weapons – not people or personal items – bias and anxiety are greatly reduced.

Here is how the Evolv Express system works:

Scenario 1:

Your child arrives at school without weapons or objects that will cause an alarm and they walk through the front doors of the school, walk through the Evolv Express system, and are on their way to class.

Scenario 2:

Your child arrives to school with an instrument or object that resembles a weapon; or is concealing a weapon. They will walk through the front doors of the school, walk through the Evolv Express system, and the system will then alarm with both a low-volume alarm and a visible red light, alerting staff of the potential threat. The system also sends an image to the tablet screen in front of the staff showing where the potential threat is located with a red box illustrating where the potential threat is located. Your child will follow the school's secondary screening guidelines allowing the staff to search them based on where the tablet alerted.

Key Takeaways

- **Reduces Lines:** Screens up to 1,000 students in 15 minutes — 10X faster than metal detectors.
- **Respectful & Non-Invasive:** Walk through at the pace of life without **always** stopping, removing coats or backpacks, or emptying pockets.
- **Enhances Safety:** With image-aided alarms, a digital image shows where the potential threat is on the student or their backpack.
- **Unobtrusive:** With its free-flow nature, it respects the privacy of students.
- **Safety Certified:** DHS Safety Act DT&E Designation.
- **Privacy:** No use of facial recognition or personal data collection.
- **Reduces Bias:** Looking at potential threats, not at people.

FAQs

How exactly does the system work?

Evolv Express uses artificial intelligence and sensors to instantly distinguish between weapons and everyday items allowing students, teachers and staff to move through security at the pace of life without having to be stopped and searched each time.

The system consists of two towers that students and staff pass through upon entry into the school. If the towers turn green, no threat has been detected and the individual passes through without stopping. A designated staff member will be holding an Evolv mobile tablet that processes the screening to instantly identify if a potential threat has been detected.

If the system identifies a potential threat, the tower will alert with a red light and sound, and a red box will appear on the tablet indicating precisely where a potential threat is on a person. That individual can then undergo secondary screening and additional assistance can be called upon if needed.

What happens if the alarm on the system sounds?

The professionals your school has selected to manage the systems will work with Evolv and other security partners to train on how to use the system. They will have protocols in place that they follow, which are unique for each location. In most cases, the individual who sets the alarm off will go to a secondary screening location where the security team will check out the area that was pinpointed on the screen - for example, a backpack. Tablets have a “Help” button on the top right-hand corner which can be accessed to instantly alert others for support during a potential incident or issue.

Is the Evolv Express System Safe?

Evolv is dedicated to safety, quality, and consistency of our products. The Evolv Express system has been safety tested and meets the following certifications:

- FCC CFR Part 15, CE Mark (CE Directives and Standards) Global CB Scheme per CBTL Safety Standard
- UL 61010, EN61010, IEC 61010 and CAN/CSA 61010-1
- US Americas with Disabilities Act Compliance Compliant Access
- RoHS – Restriction of the use of certain Hazardous Substances (e.g., Lead) in Electrical/ Electronics Equipment.

Is the Evolv Express system safe for people with an implanted or wearable medical device?

In keeping with FDA guidance on EAS and walk-through metal detectors, it is recommended that visitors and system operators with implantable or wearable medical devices consult their device manufacturer or physician for information relating to their own specific device. An alternative screening approach is recommended for anyone who has safety concerns.

Are these systems safe for long term exposure? i.e. for children walking through daily or personnel staffing the system?

The Evolv Express uses extremely low frequency radio waves (ELF) - a non-ionizing sensing modality - in compliance with IEEE’s 2019 guidance for safe operation with the general public, which applies to regular/occupational as well as infrequent exposure.

For More Health & Safety Information, read our [Health & Safety](#) doc.

Where else is this technology being used?

Evolv Express is being used in venues around the country, including public events, schools, hospitals, theme parks, stadiums, performing arts centers, casinos, houses of worship, and workplaces. Six Flags, Lincoln Center, Georgia Aquarium, and Gillette Stadium are just some of the notable organizations partnering with Evolv to create weapons-free zones. The security professionals in charge of these venues test technologies, protocols, and people, consult with peers and long-time testing institutions, and partner with law enforcement to mitigate as much risk as possible to keep people safe and we are proud to be their weapons screening partner.

Does Evolv use facial recognition?

No. Our technology does not use facial recognition. The combination of sensors and artificial intelligence is focused on distinguishing a weapon from personal items. If the system detects a potential threat, it alarms, and that threat is examined. If the system does not detect a potential threat, it will not alarm, and the individual walks right through. The system evaluates the items passing through, not the people, to determine if there may be a threat.

What kind of data does Evolv collect? And how does it use that data?

The data that is generated by our system is statistical data such as the number of people passing through. We do not collect any personal identifying information. Many of our customers use the data to better understand student ingress. For example, if they notice one entrance is busiest at a certain time of day, they might re-direct traffic and resources to another entrance to help improve the flow.

General Facts

- Evolv's systems have scanned more than 350 million people, second only to the Department of Homeland Security's Transportation Security Administration (TSA) in the United States.
- Evolv Express has been awarded the U.S. Department of Homeland Security (DHS) SAFETY Act Designation as a Qualified Anti-Terrorism Technology (QATT) as well as the Security Industry Association (SIA) New Products and Solutions (NPS) Award in the Law Enforcement/Public Safety/Guarding Systems category.
- Express screens people as they pass through without requiring them to stop. This vastly reduces the line created by traditional screening approaches and the anxiety waiting to get through security.
- Express evaluates items concealed on individuals or in their bags as they pass through the system. The person's race, gender or other personal characteristics are not evaluated in any way.
- Express can screen up to 4,000 people per hour, over 60 people per minute or one person each second.
- Evolv can see potential threats: When something is detected by the system, real-time images and alerts show the operator where the potential threat is located, which greatly reduces the amount of physical contact required and allows guards to act quickly, efficiently and unbiased.
- Evolv does not collect, process, or use any personal identifiable information.

Learn More

You can learn more about Evolv and our security screening technology directly from customers, parents, and students in the following content. Scan the QR codes or click on the links provided.



The Interlocal Purchasing System (TIPS)



Available in All States

For more information about the TIPS program contact tips@tips-usa.com or call 866.839.8477.

No Fee for TIPS Membership

“Purchasing Made Personal”

- Purchasing procedures ensure competitive contracts.
- Competitive price solicitation and bulk purchasing benefits.
- Quick and efficient delivery of goods and services by contracting with high performance vendors.
- Equalize purchasing powers for smaller entities that are not able to command best contract pricing.
- Provide opportunities for greater efficiency and economy in acquiring goods and services.
- Assist entities in maintaining the controls for budget and accounting services.
- Maintain credibility and confidence in business procedures by maintaining open competition for purchases and by complying with purchasing laws and ethical business practices.

TO BECOME A MEMBER

1. Go to www.tips-usa.com
2. Select “Members” then “Membership” and choose from the list of states shown
3. Download, complete and submit 2 easy forms

Diamond Business has been awarded or is listed as an available vendor for contacts in the following categories:

Technology Solutions - Contract # 220105

Expires 05/31/2027

Safety Products and Services - Contract # 220101

Expires 03/31/2025

Pathogen Removal & Remediation Contract # 200604

Expires 08/31/2023

SSL/TLS CERTIFICATE LIFECYCLE MANAGEMENT
SECTIGO®
Automated Issuance, Reporting, Renewals, and Revocation of all SSL/TLS certificates

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PHOTO ID CARD BADGING TEMPERATURE SCANNING

BADGEPASS™
Credential Management Systems

INTRODUCING BADGEPASS™ ONE
Cloud Based Badging
ID badging from any device - even your smartphone!

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Warranties, Terms, and Conditions

Warranties:

Evolv Technologies – Evolv Express – The Products (i) will be free from material defects in manufacture and (ii) provided they are deployed by Evolv or its authorized representatives in accordance with the Documentation, will substantially conform to the current published Documentation for one (1) year from the applicable Products' initial Implementation Date (the "Product Warranty"). Customer's sole and exclusive remedy, and Evolv's sole liability, for breach of any of the warranties.

Evolv Express has been awarded the **US Department of Homeland Security (DHS) SAFETY Act Designation** - Technologies that are awarded the SAFETY Act Designation have undergone rigorous use and review to meet and/or exceed the DHS' performance standards that include examination of test results for weapons detection, operational use and effectiveness, manufacturing and quality assurance practices, and customer feedback.

BadgePass Software Products: 90-day warranty against defects in workmanship. 30-day customer satisfaction warranty with no questions asked to return if unhappy with the quality of the software. Software support programs are available that can include all software support and ongoing customization support costs.

BadgePass Hardware Products: 90-day warranty against defects in workmanship. 30-day customer satisfaction warranty with no questions asked to return if unhappy with the quality of the software. Printheads and cleaning rollers are not included in printer warranties. Hardware support programs are available that can include all hardware support costs.

Halo Detectors – IPVideo (Manufacturer) warrants the original purchaser (the distributor) that the IPVideo Product will be free from defects in design, workmanship and materials under substantiated normal use for a period of two (2) years from the date of the original purchase ("Warranty Period"). This Warranty also applies for accessories such as mounts, if included with the IPVideo Product on the date of the original purchase. Extended warranties are available.

All Other products – All products offered by Diamond Business will carry a minimum of a 90-day warranty against defects in manufacturing or workmanship. Acts of God or negligence is not a part of this or any warranty.

ACCEPTANCE IS LIMITED TO THE TERMS AND CONDITIONS CONTAINED HEREIN.

1. PRICE: The purchase price of the Equipment shall be as set forth in any provided quote. Unless otherwise specified above, the purchase price is FOB, Amarillo, Texas. Any applicable surcharges, sales taxes, excise taxes, customs expenses, tariffs, duties, or charges imposed by any government authority shall be added to the purchase price.

2. TERMS: If for any reason prior to the time payment is due as heretofore provided Buyer should default in any of its covenants, agreements with Diamond Business Services, Inc.; also known as: DBS, Diamond; may at its option declare the entire unpaid balance due and payable or demand guarantees or assurances that payment will be made.

3. DELIVERY:

(a) The place of delivery shall be at the facilities of Diamond Business Services, Inc. in Amarillo, Texas unless previous drop-ship arrangements are made. Any delivery date stated above is tentative and subject to Method and route of shipment are at Diamond's discretion, unless the Buyer supplies explicit instructions. All shipments are made at the Buyer's risk. Identification of the goods to the contract shall occur as each shipment is placed in the hands of the carrier.

(b) Buyer agrees to accept delivery promptly, and Buyer shall pay any demurrage or other costs accrued due to Buyer's delay in accepting the delivery, and shall reimburse Diamond on demand for any such demurrage or other costs which Diamond has paid.

(c) If delivery is to be made in installments, Buyer agrees that if Buyer defaults in accepting any installment then Diamond may, at its sole option, treat such default as a breach of the entire Agreement.

(d) Buyer acknowledges that Diamond will comply with limitations or controls placed upon Diamond by the United States government or any other government having authority over the manufacturing sale or shipment of any part of the Equipment.

(e) In any event Diamond shall not be responsible for failure to ship or delay in shipping due to fire, flood, accident, labor difficulties, the inadequacy of transportation facilities, or of the supply of power, labor, or raw materials, war, acts of the public enemy, compliance with any allocation policy of any government or any department thereof, or any cause beyond the control, of Diamond, and the Buyer's obligations hereunder shall continue notwithstanding any such failure to ship or delay in shipping. Furthermore, Diamond shall not in any case, be liable for penalties or for special or consequential damages caused by its failure to ship or delay in delivery for any reason.

4. RISK OF LOSS: Risk of loss or damage to the Equipment shall pass to Buyer on the date of delivery regardless of whether or not Diamond shall retain title to or a security interest in the Equipment after delivery. If the Buyer requires a product shipment to guarantee a signature on receipt, they must include instructions on order and pay any applicable extra fees.

5. DEFAULT: Buyer shall be in default under this Agreement if:

- (a) Buyer fails or refuses to accept delivery, or
- (b) Buyer fails or refuses to make any payment when due and payable, or
- (c) Any warranty representation or statement made by Buyer to Diamond in connection with this Agreement proves to have been false when made, or
- (d) Any bankruptcy or insolvency proceedings are begun by or against Buyer or Buyer makes any assignment for the benefit of creditors, or
- (e) Any event occurs that causes the acceleration of the maturity of any indebtedness of Buyer to any other person, or

(f) Buyer defaults in any other agreement between Buyer and Diamond.

6. DIAMOND'S RIGHTS UPON DEFAULT: Upon default by Buyer, or at any time thereafter,

Diamond at its option may declare the entire unpaid balance of the purchase price hereunder along with any other sums owed hereunder, immediately due and payable, and shall have all the rights and remedies available under the Uniform Commercial Code. If Diamond is granted or retains a security interest in the Equipment,

(a)Diamond may enter upon any premises on which the Equipment or any part of the Equipment may be located and removed the same therefrom;

(b)Diamond may require Buyer to assemble the Equipment and make it available at a location which Diamond chooses so Diamond may take possession of the Equipment and dispose of it;

(c) Diamond may at its option sell the Equipment at public or private sale or otherwise dispose of the equipment at any place whatsoever to the highest bidder, or on the most favorable terms in Diamond's discretion. Diamond will give Buyer reasonable notice of the time and place of any public sale or the time after which a private sale or any other intended disposition hereof is to be made. The requirement of reasonable notice will have been met if such notice is mailed, postage prepaid, at least five (5) days before the time of the sale or disposition. Expenses of retaking, holding, preparing for sale, selling or the like including Diamond's reasonable attorney's fees and legal expenses shall be borne by Buyer. The proceeds of any such sale or disposition shall first be applied to the aforesaid expenses and then to the amount due and payable hereunder, and the Buyer shall be responsible for any deficiency.

7. TITLE: Diamond and Buyer agree that title in and to the Equipment shall remain in Diamond's name until the full purchase price as provided herein shall be paid by Buyer.

8. WARRANTY: As Diamond's sole warranty, Diamond warrants that the equipment meets the the description contained herein. The buyer acknowledges that the Equipment is manufactured by companies other than Diamond, and as sole remedy, Buyer acknowledges that Diamond shall assign all of its rights in any manufacturers' warranty to the Buyer. In no event shall Diamond be liable for consequential or special damages, or for transportation or other expenses which may arise in connection with such equipment or parts.

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, SHALL DIAMOND BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION OR LOST EFFICIENCY OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY ARISE IN CONNECTION WITH SUCH EQUIPMENT OR PARTS.

As Diamond's sole warranty for Equipment manufactured by Diamond, Diamond warrants that the equipment meets the description contained herein. Diamond agrees to replace or, at its option, to repair any equipment or parts thereof which are found defective in material or workmanship within 30 days from the date of delivery. Diamond's obligation with respect to such equipment or parts shall be limited to replacement or repair, at Diamond's option, F.O.B., Diamond Business Services, Inc, Amarillo, Texas

THIS WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT, SHALL DIAMOND BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR LOST PROFITS, BUSINESS INTERRUPTION, OR LOST EFFICIENCY OR FOR TRANSPORTATION, INSTALLATION, ADJUSTMENT, OR OTHER EXPENSES WHICH MAY ARISE IN CONNECTION WITH SUCH EQUIPMENT OR PARTS.

9. SALES AND USE TAX: If Diamond has not collected sales tax from you at the time of your purchase, you may have state requirements to report all purchases that are not taxed and pay

use tax on those purchases. For more information, please visit your state's department of revenue website. For our Tax Exempt Customers, Diamond does NOT collect sales tax when we have your current exemption certificate on file.

10. LIMITATION OF LIABILITY: It is understood and agreed that Diamond's liability whether in contract, in tort, under any warranty stated above, in negligence or otherwise shall not exceed the return of the amount of the purchase price paid by Buyer for the Equipment in question. The purchase price stated for the Equipment is a consideration in limiting Diamond's liability hereunder. No action, regardless of form, arising out of the transactions under this Agreement may be brought by the Buyer more than one year after the cause of action has accrued.

11. COMPLIANCE: The Buyer agrees to instruct its employees, agents, and customers with respect to the safe use of said equipment. The buyer agrees that the equipment will be utilized in accordance with all applicable laws and regulations and in compliance with any regulatory or governmental agency that has jurisdiction over such matters. Since Diamond has no control over the Buyer's (or other's) use of the Equipment, the Buyer assumes the entire responsibility thereof and agrees to indemnify and hold Diamond harmless from any claim, demand, or cause of action by Buyer, Buyer's employees and/or others arising therefrom.

12. ADDITIONAL TERMS:

(a) Buyer and Diamond agree that this Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the State of Texas, and Buyer hereby consents to subject itself to the jurisdiction of the courts of the State of Texas. Diamond, at its option, may require that any dispute arising under this Agreement, either before or after default by Buyer, shall be submitted to arbitration in Amarillo, Texas under the rules of the American Arbitration Association or its successor, and the results of such arbitration shall be binding upon the parties.

(b) The amount of the present or future sales, revenue, excise, or other taxes applicable to the the equipment listed herein shall be added to the purchase price and shall be paid by the Buyer, or in lieu thereof the Buyer shall provide Diamond with a tax exemption certificate acceptable to the taxing authorities.

(c) In the event of Buyer's cancellation of this Agreement prior to delivery for any reason, Buyer shall pay at least the following stipulated damages which shall include, but are not limited to all costs and expenses incurred by Diamond in obtaining and processing the order, any special engineering costs and commitments incurred by Diamond prior to the time of cancellation, and the cost of any Equipment or parts thereof already produced which Diamond cannot reasonably use to fill other firm orders in hand at the time of cancellation.

(d) Any returns of Equipment shall be subject to the then-current Diamond Return Policy. Diamond will only accept returns of products sold by Diamond. Diamond cannot accept returns of any products that a) have custom manufacturing; b) have special encoding or programming applied to them; or c) have custom printing on them. All returned products must be in their original condition and be in their original packaging. Certain products cannot be returned to Diamond after 25 days, because Diamond does not stock these products and the manufacturer or distributor of the product will not take returns after this period. Product can only be returned after Diamond authorizes the return and has issued a Return Merchandise Authorization number (RMA number) to the customer. All returns are subject to full inspection by Diamond on their return. In no case will a return be accepted for a product delivered over 90 days prior to the return.

Some returns will be subject to a restocking fee.

(e) This Quotation and these Terms and Conditions constitute the entire agreement between the parties hereto with regard to the subject matter hereof. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior agreement shall not be relevant or admissible to determine the meaning of this Agreement. No other representations, understandings, or agreements have been made or relied upon in the making of this agreement other than those specifically set forth

herein. This Agreement can only be modified in a writing signed by the parties or their duly authorized agents.

(f) All of Diamond's rights hereunder are separate and cumulative, not one of them, whether or not exercised, shall be deemed to be an exclusion of any other rights and shall not limit or prejudice any other legal or equitable right which Diamond may have.

(g) If any provision or part thereof shall be judicially declared invalid, void, or unenforceable, each and every other provision, or part thereof, nevertheless shall continue in full force and effect.

(h) No term or provision hereof shall be deemed waived, and no breach excused unless such waiver or consent shall be in writing and signed by the party against whom the waiver or consent is asserted.

(i) This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors, and assigns provided that Buyer shall not assign this Agreement without Diamond's prior written consent.

(j) All of Diamond's quotations are good for 45 days unless stated otherwise specifically in the quote.

(k) **NOTE:** Starting on May 1, 2022, when a credit card is used to pay a Diamond invoice, there will be an extra 3.0% credit card processing fee (against the gross amount of the invoice) unless the payment is within ten (10) days from the invoice date, and the total amount of the invoice is \$10,000 or less