

TIPS VENDOR AGREEMENT

Between Presidio Networked Solutions LLC and
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS),
a Department of Texas Education Service Center Region 8 for
TIPS RFP 220105 Technology Solutions, Products and Services

General Information

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

A Purchase Order (“PO”), Agreement or Contract is the TIPS Member’s approval providing the authority to proceed with the negotiated delivery order under the Agreement. Special terms and conditions as agreed between the Vendor and TIPS Member should be added as addendums to the Purchase Order, Agreement or Contract. Items such as certificate of insurance, bonding requirements, small or disadvantaged business goals are some, but not all, of the possible addendums.

Terms and Conditions

Freight

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

Warranty Conditions

All new supplies equipment and services shall include **manufacturer's minimum standard warranty** unless otherwise agreed to in writing. Vendor shall be legally permitted to sell all products offered for sale to TIPS Members if the offering is included in the Request for Proposal (“RFP”) category. All goods proposed and sold shall be new unless clearly stated in writing.

Customer Support

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

Agreements

Agreements for purchase will normally be put into effect by means of a contract, agreement, or purchase order(s) executed by authorized agents of the TIPS Member participating government entities, but other means of placing an order may be used at the Member's discretion. Vendor accepts and understands that when a purchase order or similar purchase document is sent from a customer through TIPS to the Vendor, TIPS is recording the purchase and verifying whether the purchase is within the parameters of the TIPS Contract only. Vendor agrees that TIPS is not a legal party to the purchase order or similar purchase document and TIPS is not responsible for identifying fraud, mistakes, or misrepresentations for the specific order. Vendor agrees that any purchase order or similar purchase document issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. A Vendor that accepts a purchase order or similar purchase document and fulfills an order, even when processed through TIPS, is representing that the vendor has carefully reviewed the purchase order or similar purchase document for legality, authenticity, and accuracy.

Tax exempt status

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

Assignments of Agreements

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

Disclosures

- Vendor and TIPS affirm that he/she, or any authorized employees or agents, has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Agreement.
- Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with the TIPS program.
- The Vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement.

Term of Agreement and Renewals

The Agreement with TIPS is for approximately five (5) years with an option for renewal for an additional one (1) consecutive year. If TIPS offers the renewal extension year, the Vendor will be notified by email to the primary contact of the awarded Vendor and shall be deemed accepted by the Vendor unless the awarded Vendor notifies TIPS of its objection to the additional term. TIPS may or may not exercise the available extension(s) provided in the original solicitation beyond the base five-year term. Whether or not to offer the extension is at the sole discretion of TIPS.

“Start Date” for Term Calculation Purposes Only: Regardless of actual award/effective date of Contract, for Agreement “term” calculation purposes only, the Agreement “start date” is the last day of the month that

Award Notifications are anticipated as published in the Solicitation.

Example: If the anticipated award date published in the Solicitation is May 22, 2020 but extended negotiations delay award until June 27, 2020 the end date of the resulting initial “five-year” term Agreement, (which is subject to an extension(s)) will still be May 31, 2025 in this example.

“Termination Date”: The scheduled Agreement “termination date” shall be the last day of the month of the month of the Original Solicitation’s Anticipated Award Date plus five years.

Example: If the original term is approximately five years, and the solicitation provides an anticipated award date of May 22, 2020, the expiration date of the original five-year term shall be May 31, 2025 in this example.

Extensions: Any extensions of the original term shall begin on the next day after the day the original term expires.

Example Following the Previous Example: If TIPS offers a one-year extension, the expiration of the extended term shall be May 31, 2026 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the original Solicitation permits.

TIPS reserves the right to solicit proposals at any time it is in the best interest of TIPS and/or its members.

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

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

Shipments

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

Invoices

Each invoice or pay request shall include the TIPS Member’s purchase order number or other identifying designation as provided in the order by the TIPS Member. If applicable, the shipment tracking number or pertinent information for verification of TIPS Member receipt shall be made available upon request.

Payments

The TIPS Member will make payments directly to the Vendor, the Vendor Assigned Dealer or as agreed by the Vendor and the TIPS Member after receiving invoice and in compliance with applicable payment statute(s), whichever is the greater time or as otherwise provided by an agreement of the parties.

Pricing

Price increases will be honored according to the terms of the solicitation. All pricing submitted to TIPS shall include the participation fee, as provided in the solicitation, to be remitted to TIPS by the Vendor. Vendor will not show adding the fee to the invoice presented to TIPS Member customer.

Participation Fees and Reporting of Sales to TIPS by Vendor

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any fee conditions stated in the Solicitation. Collection of the fees by TIPS is required under Texas Government Code §791.011 Et seq. Fees are due on all TIPS purchases reported by either Vendor or Member. Fees are due to TIPS upon payment by the Member to the Vendor, Reseller or Vendor Assigned Dealer. Vendor, Reseller or Vendor Assigned Dealer agrees that the participation fee is due to TIPS for all Agreement sales immediately upon receipt of payment including partial payment, from the Member Entity and must be paid to TIPS at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently, or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS. Thus, when an awarded Vendor, Reseller or Vendor Assigned Dealer receives any amount of payment, even partial payment, for a TIPS sale, the legally effective fee for that amount is immediately due to TIPS from the Vendor and fees due to TIPS should be paid at least on a monthly basis, specifically within 31 calendar days of receipt of payment, if not more frequently.

Reporting of Sales to TIPS by Vendor

Vendor is required to report all sales under the TIPS contract to TIPS. When a public entity initiates a purchase with a TIPS Awarded Vendor, if the Member inquires verbally or in writing whether the Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether or not the Member is seeking a TIPS purchase. Once verified, the Vendor must include the TIPS Contract number on any communications and related sales documents exchanged with the TIPS Member entity. To report sales, the Vendor must login to the TIPS Vendor Portal online at https://www.tips-usa.com/vendors_form.cfm and click on the PO's and Payments tab. Pages 3-7 of the [Vendor Portal User Guide](#) will walk you through the process of reporting sales to TIPS. Please refer to the TIPS [Accounting FAQ's](#) for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement and submitting same to TIPS. Failure to render the participation fee to TIPS shall constitute a breach of this agreement with our parent governmental entity, Texas Education Service Center Region 8, as established by the Texas legislature and shall be grounds for termination of this agreement and any other agreement held with TIPS and possible legal action. Any overpayment of participation fees to TIPS by a 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. It is the Vendor's responsibility to identify which sales are TIPS Agreement sales and pay the correct participation fee due for TIPS Agreement sales. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date of overpayment will be non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline to notify if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect the fees due. Please contact TIPS at tips@tips-usa.com or call (866) 839-8477 if you have questions about paying fees.

Indemnity

The Vendor agrees to indemnify and hold harmless and defend TIPS, TIPS Member(s), officers and employees from and against all claims and suits by third parties for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, Vendor's performance under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Parties found liable shall pay their proportionate share of damages as agreed by the parties or as ordered by a court of competent jurisdiction over the case. **NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED BY TIPS/ESC REGION 8.** Per Texas Education Code §44.032(f), and pursuant to its requirements only, reasonable Attorney's fees are recoverable by the prevailing party in any dispute resulting in litigation.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a Purchase Order or contract modification occurs between the Vendor and the TIPS Member, TIPS must be notified within five (5) business days of receipt of change order.

Termination for Convenience of TIPS Agreement Only

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty (30) days prior written notice. Termination for convenience is conditionally required under Federal Regulations 2 CFR part 200 if the customer is using federal funds for the procurement. All purchase orders presented to the Vendor, but not fulfilled by the Vendor, by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded Vendor may terminate the agreement with ninety (90) days prior written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686. The vendor will be paid for goods and services delivered prior to the termination provided that the goods and services were delivered in accordance with the terms and conditions of the terminated agreement. This termination clause does not affect the sales agreements executed by the Vendor and the TIPS Member customer pursuant to this agreement. TIPS Members may negotiate a termination for convenience clause that meets the needs of the transaction based on applicable factors, such as funding sources or other needs.

TIPS Member Purchasing Procedures

Usually, purchase orders or their equal are issued by participating TIPS Member to the awarded vendor and should indicate on the order that the purchase is per the applicable TIPS Agreement Number. Orders are typically emailed to TIPS at tipspo@tips-usa.com.

- Awarded Vendor delivers goods/services directly to the participating member.
- Awarded Vendor invoices the participating TIPS Member directly.

- Awarded Vendor receives payment directly from the participating member.
- Fees are due to TIPS upon payment by the Member to the Vendor. Vendor agrees to pay the participation fee to TIPS for all Agreement sales upon receipt of payment including partial payment, from the Member Entity or as otherwise agreed by TIPS in writing and signed by an authorized signatory of TIPS.

Licenses

Awarded Vendor shall maintain, in current status, all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded Vendor. Awarded Vendor shall remain reasonably fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the Agreement. TIPS and TIPS Members reserves the right to stop work and/or cancel an order or terminate this or any other sales Agreement of any awarded Vendor whose license(s) required for performance under this Agreement have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statute or regulation.

Novation

If awarded Vendor sells or transfers all assets, rights or the entire portion of the assets or rights required to perform this Agreement, a successor in interest must guarantee to perform all obligations under this Agreement. A simple change of name agreement will not change the Agreement obligations of awarded vendor. TIPS will consider Contract Assignments on a case by case basis. TIPS must be notified within five (5) business days of the transfer of assets or rights.

Site Requirements (*only when applicable to service or job*)

Cleanup: When performing work on site at a TIPS Member's property, awarded Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by 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: Awarded Vendor shall not begin a project for which TIPS Member has not prepared the site, unless awarded Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered sex offender restrictions: For work to be performed at schools, awarded Vendor agrees that no employee of a 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. Awarded Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the TIPS Member's discretion. Awarded Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. **Safety measures:** Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Safety Measures

Awarded Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Awarded vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public

and existing structures from injury or damage.

Smoking

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

Marketing

Awarded Vendor agrees to allow TIPS to use their name and logo within TIPS website, marketing materials and advertisement subject to any reasonable restrictions provided to TIPS in the Proposal to the Solicitation. The Vendor may submit an acceptable use directive for Vendor's names and logos with which TIPS agrees to comply. Any use of TIPS name and logo or any form of publicity, inclusive of press release, regarding this Agreement by awarded vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to TIPS@TIPS-USA.COM.

Supplemental Agreements

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

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by

TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Awarded Vendor's pricing or TIPS transaction documentation with TIPS Members with 30 days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-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 Region 8 ESC or 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.

Force Majeure

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

Choice of Law

The Agreement between the Vendor and TIPS/ESC Region 8 and any addenda or other additions resulting from this procurement process, however described, shall be governed by, construed and enforced in accordance with the laws of the State of Texas, regardless of any conflict of laws principles.

Venue, Jurisdiction and Service of Process

Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue for any dispute resolution process, other than litigation, between TIPS and the Vendor shall be located in Camp or Titus County, Texas.

Project Delivery Order Procedures

The TIPS Member having approved and signed an interlocal agreement, or other TIPS Membership document, may make a request of the awarded Vendor under this Agreement when the TIPS Member desires goods or services awarded to the Vendor. Notification may occur via phone, the web, courier, email, fax, or

in person. Upon notification of a pending request, the awarded Vendor shall acknowledge the TIPS Member's request as soon as possible, but must make contact with the TIPS Member within two working days.

Status of TIPS Members as Related to This Agreement

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

Vendor's Resellers as Related to This Agreement

Vendor's Named Resellers ("Resellers") under this Agreement shall comply with all terms and conditions of this agreement and all addenda or incorporated documents. All actions related to sales by Authorized Vendor's Resellers under this Agreement are the responsibility of the awarded Vendor. If Resellers fail to report sales to TIPS under your Agreement, the awarded Vendor is responsible for their contractual failures and shall be billed for the fees. The awarded Vendor may then recover the fees from their named reseller.

Support Requirements

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

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

STATUTORY REQUIREMENTS

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

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

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

You certify that if the certified statements above become untrue at any time during the life of this Agreement that the Vendor will notify TIPS within three (3) business day of the change by a letter on Vendor's letterhead from and signed by an authorized representative of the Vendor stating the non-compliance decision and the

TIPS Agreement number and description at:

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Includes owned, hired & non-owned
Workers' Compensation	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement.
Umbrella Liability	\$1,000,000

When the Vendor or its subcontractors are liable for any damages or claims, the Vendor’s policy, when the Vendor is responsible for the claim, must be primary over any other valid and collectible insurance carried by the Member. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable, 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.

Special Terms and Conditions

- **Orders:** All Vendor orders received from TIPS Members must be emailed to TIPS at tipspo@tips-usa.com. Should a TIPS Member send an order directly to the Vendor, it is the Vendor’s responsibility to forward a copy of the order to TIPS at the email above within 3 business days and confirm its receipt with TIPS.
- **Vendor Encouraging Members to bypass TIPS agreement:** Encouraging TIPS Members to purchase directly from the Vendor or through another agreement, when the Member has requested using the TIPS cooperative Agreement or price, and thereby bypassing the TIPS Agreement is a violation of the terms and conditions of this Agreement and will result in removal of the Vendor from the TIPS Program.
- **Order Confirmation:** All TIPS Member Agreement orders are approved daily by TIPS and sent to the Vendor. The Vendor should confirm receipt of orders to the TIPS Member (customer) within 3 business days.
- **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, updated pricing when

effective. TIPS shall be notified when prices change in accordance with the award.

- **Back Ordered Products:** If product is not expected to ship within the time provided to the TIPS Member by the Vendor, the Member is to be notified within 3 business days and appropriate action taken based on customer request.

The TIPS Vendor Agreement Signature Page is inserted here.

TIPS Vendor Agreement Signature Form

RFP 220105 Technology Solutions, Products and Services

Company Name Presidio Networked Solutions LLC

Address 8161 Maple Lawn Boulevard, Suite 150

City Fulton State MD Zip 20759

Phone 812-342-6188 Fax 301-490-3416

Email of Authorized Representative jarnett@presidio.com

Name of Authorized Representative Jackie Arnett

Title Director, Contracts Administration

Signature of Authorized Representative 

Date 02/09/2022

TIPS Authorized Representative Name David Fitts

Title Executive Director

TIPS Authorized Representative Signature 

Approved by ESC Region 8 

Date 5-24-2022

NOTICE TO MEMBERS REGARDING ATTRIBUTE RESPONSES

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



220105 Addendum 1 PRESIDIO NETWORKED SOLUTIONS, INC. Supplier Response

Event Information

Number: 220105 Addendum 1
Title: Technology Solutions, Products and Services
Type: Request for Proposal
Issue Date: 1/6/2022
Deadline: 2/18/2022 03:00 PM (CT)
Notes:

IF YOU ALREADY HOLD TIPS CONTRACT 200105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("200105") OR 210101 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES ("210101"), YOU DO NOT NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU WISH TO REPLACE 200105 OR 210101 AT THIS TIME. IF YOU HOLD 200105 OR 210101, CHOOSE TO RESPOND HEREIN, AND ARE AWARDED ON THIS CONTRACT, YOUR 200105 OR 2101101 WILL BE TERMINATED AND REPLACED BY THIS CONTRACT.

IF YOU HOLD ANY OF THE FOLLOWING TIPS CONTRACTS AND YOU DO NOT HOLD 200105 OR 2101101, PER TIPS PRIOR NOTIFICATION, YOU MUST RESPOND TO THIS SOLICITATION BECAUSE YOUR SPECIFIC CONTRACT IS BEING CONSOLIDATED INTO OR REPLACED BY THIS CONTRACT.

TIPS 190103 Web and Cloud Computing Services

· **TIPS 181203 Management Software and Services**

· **TIPS 181204 Notification Systems**

TIPS RESERVES THE RIGHT TO ISSUE, REBID, OR CANCEL ANY PLANNED SOLICITATIONS AT ANY TIME AS NECESSARY FOR THE NEEDS OF TIPS, TIPS VENDORS, AND TIPS MEMBERS.

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

PRESIDIO NETWORKED SOLUTIONS, INC. Information

Address: 8161 Maple Lawn Boulevard, Suite 150
Fulton, MD 20759
Phone: (301) 313-2000
Web Address: WWW.PRESIDIO.COM

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

Jackie Arnett

Signature

Submitted at 2/17/2022 11:10:11 AM

jarnett@presidio.com

Email

Requested Attachments

Agreement Signature Form

220105 Agreement Signature Form.pdf

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

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

All Other Certificates

Presidio OEM Partnerships and Certifications.pdf

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

Pricing Form 2

220105 Pricing Form 2.xlsx

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

Reference Form

220105 Reference_Form.xls

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

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

No response

ONLY REQUIRED IF A CONFLICT EXISTS PER THE INSTRUCTIONS

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

Proposed Goods and Services

Presidio Presidio Proposed Goods and Services.pdf

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

D/M/WBE Certification OPTIONAL*No response*

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

Warranty

Presidio Warranty.pdf

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

Vendor Agreement

220105 Vendor Agreement.pdf

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

Pricing Form 1

220105 Pricing Form 1.xlsx

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

Supplementary

APC MSRP Catalog.xlsx

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

Logo and Other Company Marks*No response*

If you desire, please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the Supplementary section or another non-required section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Certification of Corporate Offerer Form- COMPLETE ONLY IF OFFERER IS A CORPORATION

CERTIFICATION OF CORPORATE OFFERER FORM.pdf

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

Disclosure of Lobbying Activities Standard Form LLL*No response*

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

Confidentiality Claim Form

220105 CONFIDENTIALITY CLAIM FORM.pdf

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

Current W-9 Tax Form

Presidio W-9.pdf

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

Response Attachments**Appspace MSRP Catalog.pdf**

Appspace MSRP Catalog

Archive360 MSRP Catalog.xlsx

Archive360 MRSP Catalog

Arista MSRP Catalog.xlsx

Arista MSRP Catalog

AtlasIED MSRP Catalog.xlsx

AtlasIED MSRP Catalog

AudioCodes MSRP Catalog.xlsx

AudioCodes MSRP Catalog

Ava Security MSRP Catalog.xlsx

Ava Security MSRP Catalog

Avigilon Access Control MSRP Catalog.xlsx

Avigilon MSRP Catalog

Avigilon Video Security MSRP Catalog.xlsx

Avigilon MSRP Catalog

AWS MSRP Catalog.xlsx

AWS MSRP Catalog

Axis MSRP Catalog.xlsx

Axis MSRP Catalog

C2G MSRP Catalog.xlsx

C2G MSRP Catalog

Citrix MSRP Catalog.xlsx

Citrix MSRP Catalog

CommScope MSRP Catalog.xlsx

CommScope MSRP Catalog

Commvault MSRP Catalog.xlsx

Commvault MSRP Catalog

Cradlepoint MSRP Catalog.xlsx

Cradlepoint MSRP Catalog

CyberArk MSRP Catalog.xlsx

CyberArk MSRP Catalog

Dell MSRP Catalog.pdf

Dell MSRP Catalog

EfficientIP MSRP Catalog.xlsx

EfficientIP MSRP Catalog

F5 Networks MSRP Catalog.xlsx

F5 Networks MSRP Catalog

Feenics MSRP Catalog.xlsx

Feenics MSRP Catalog

Fortinet MSRP Catalog.xlsx

Fortinet MSRP Catalog

Google MSRP Catalog.xlsx

Google MSRP Catalog

Hanwha Techwin MSRP Catalog.xlsx

Hanwha Techwin MSRP Catalog

HPE MSRP Catalog.xlsx

HPE MSRP Catalog

IGEL MSRP Catalog.xlsx

IGEL MSRP Catalog

Infoblox MSRP Catalog.xlsx

Infoblox MSRP Catalog

Intrado MSRP Catalog.pdf

Intrado MSRP Catalog

Jabra MSRP Catalog.xlsx

Jabra MSRP Catalog

Juniper MSRP Catalog.xlsx

Juniper MSRP Catalog

Kurmi MSRP Catalog.xlsx

Kurmi MSRP Catalog

Lakeside MSRP Catalog.xlsx

Lakeside MSRP Catalog

Liquidware Labs MSRP Catalog.pdf

Liquidware Labs MSRP Catalog

Login VSI MSRP Catalog.xlsx

Login VSI MSRP Catalog

LogRhythm MSRP Catalog.xlsx

LogRhythm MSRP Catalog

Microsoft MSRP Catalog.xlsx

Microsoft MSRP Catalog

Milestone MSRP Catalog.pdf

Milestone MSRP Catalog

Nerdio MSRP Catalog.pdf

Nerdio MSRP Catalog

Netskope MSRP Catalog.xlsx

Netskope MSRP Catalog

Nutanix MSRP Catalog.xlsx

Nutanix MSRP Catalog

Okta MSRP Catalog.xlsx

Okta MSRP Catalog

Open Options MSRP Catalog.xlsx

Open Options MSRP Catalog

Openpath MSRP Catalog.xlsx

Openpath MSRP Catalog

OpenText MSRP Catalog.pdf

OpenText MSRP Catalog

Palo Alto MSRP Catalog.xlsx

Palo Alto MSRP Catalog

Panduit MSRP Catalog.xlsx

Panduit MSRP Catalog

Parsec MSRP Catalog.xlsx

Parsec MSRP Catalog

Poly MSRP Catalog.xls

Poly MSRP Catalog

PrinterLogic MSRP Catalog.pdf

PrinterLogic MSRP Catalog

Proofpoint MSRP Catalog.xlsx

Proofpoint MSRP Catalog

Pure Storage MSRP Catalog.pdf

Pure Storage MSRP Catalog

Quest MSRP Catalog.xlsx

Quest MSRP Catalog

Qumulo MSRP Catalog.xlsx

Qumulo MSRP Catalog

Riverbed MSRP Catalog.xlsx

Riverbed MSRP Catalog

RoomReady MSRP Catalog.xlsx

RoomReady MSRP Catalog

RS2 MSRP Catalog.pdf

RS2 MSRP Catalog

Rubrik MSRP Catalog.xlsx

Rubrik MSRP Catalog

Sailpoint MSRP Catalog.xlsx

Sailpoint MSRP Catalog

SentinelOne MSRP Catalog.xlsx

SentinelOne MSRP Catalog

ShareGate MSRP Catalog.xlsx

ShareGate MSRP Catalog

Singlewire MSRP Catalog.xlsx

Singlewire MSRP Catalog

Tenable MSRP Catalog.xlsx

Tenable MSRP Catalog

Twilio MSRP Catalog.xlsx

Twilio MSRP Catalog

Varonis MSRP Catalog.xlsx

Varonis MSRP Catalog

Vast Data MSRP Catalog.pdf

Vast Data MSRP Catalog

Veeam MSRP Catalog.xlsx

Veeam MSRP Catalog

Verkada MSRP Catalog.xlsx

Verkada MSRP Catalog

Vertiv MSRP Catalog.xlsx

Vertiv MSRP Catalog

VMware MSRP Catalog.xlsx

VMware MSRP Catalog

Yealink MSRP Catalog.xlsx

Yealink MSRP Catalog

Zerto MSRP Catalog.pdf

Zerto MSRP Catalog

Zoho ManageEngine MSRP Catalog.xlsx

Zoho ManageEngine MSRP Catalog

Zoom MSRP Catalog.xlsx

Zoom MSRP Catalog

Zscaler MSRP Catalog.xlsx

Zscaler MSRP Catalog

Cisco MSRP Catalog Part 1a.xlsx

Cisco MSRP Catalog

Cisco MSRP Catalog Part 1b.xlsx

Cisco MSRP Catalog

Cisco MSRP Catalog Part 2a.xlsx

Cisco MSRP Catalog

Cisco MSRP Catalog Part 2b.xlsx

Cisco MSRP Catalog

Cisco MSRP Catalog Part 3.xlsx

Cisco MSRP Catalog

Bid Attributes

1	Yes - No Disadvantaged/Minority/Women Business Enterprise - D/M/WBE/Federal HUBZone (Required by some participating governmental entities). Vendor certifies that their firm is a D/M/WBE or HUBZone? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section. <input type="text" value="NO"/>
2	Yes - No Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ . Proof may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section. <input type="text" value="No"/>
3	Yes - No The Vendor can provide services and/or products to all 50 US States? <input type="text" value="Yes"/>

4 States Served:

If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)

No response

5 Company and/or Product Description:

This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)

Refer to the accompanying "Presidio Proposed Goods and Services" attachment.

6 Primary Contact Name

Primary Contact Name

Jackie Arnett

7 Primary Contact Title

Primary Contact Title

Director, Contracts Administration

8 Primary Contact Email

Primary Contact Email

jarnett@presidio.com

9 Primary Contact Phone

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

Example: 8668398477

8123500808

10 Primary Contact Fax

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

Example: 8668398477

3014903416

11 Primary Contact Mobile

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

Example: 8668398477

8123500808

12 Secondary Contact Name

Secondary Contact Name

Kaitlyn Lomas

13 Secondary Contact Title

Secondary Contact Title

Capture Manager

14 Secondary Contact Email

Secondary Contact Email

kllomas@presidio.com

15 Secondary Contact Phone
 Enter 10 digit phone number. (No dashes or extensions)
 Example: 8668398477

16 Secondary Contact Fax
 Enter 10 digit phone number. (No dashes or extensions)
 Example: 8668398477

17 Secondary Contact Mobile
 Enter 10 digit phone number. (No dashes or extensions)
 Example: 8668398477

18 Admin Fee Contact Name
 Admin Fee Contact Name. This person is responsible for paying the admin fee to TIPS.

19 Admin Fee Contact Email
 Admin Fee Contact Email

20 Admin Fee Contact Phone
 Enter 10 digit phone number. (No dashes or extensions)
 Example: 8668398477

21 Purchase Order Contact Name
 Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.

22 Purchase Order Contact Email
 Purchase Order Contact Email

23 Purchase Order Contact Phone
 Enter 10 digit phone number. (No dashes or extensions)
 Example: 8668398477

24 Company Website
 Company Website (Format - www.company.com)

2
5**Entity D/B/A's and Assumed Names**

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 responded to this solicitation unless you organize otherwise with TIPS after award.

Not applicable

2
6**Primary Address**

Primary Address

10809 Executive Center Drive, Plaza 3

2
7**Primary Address City**

Primary Address City

Little Rock

2
8**Primary Address State**

Primary Address State (2 Digit Abbreviation)

AR

2
9**Primary Address Zip**

Primary Address Zip

72211

3
0**Search Words:**

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

ACRE, Amazon Web Services, AWS, APC, Apple, Appspace, Archive360, Arista, Aruba, AtlasIED, AudioCodes, Ava Security, Avigilon, Axis, Azure, Binary Tree, BitTitan, BMC, Cables 2 Go, C2G, Cisco, Citrix, CommScope, Commvault, Cradlepoint, CyberArk, Dell, Domo, Eaton, EfficientIP, EMC, F5, Feenics, Fortinet, Google, Hanwa, Hashicorp, HP, HPE, IGEL, Infoblox, Intrado, Jabra, Juniper, KnowBe4, Kurmi, Lacework, Lakeside, Lenovo, Liquidware Labs, Login VSI, LogRhythm, Lumen, Microsoft, Milestone, MobileIron, Nerdio, Netskope, Nimble Storage, Nutanix, NVIDIA, Okta, Open Options, OpenText, Palo Alto, Panduit, Parsec, Poly, Presidio, PrinterLogic, Proofpoint, Pure Storage, Quest, Qumulo, Red Hat, Riverbed, RoomReady, RS2, Rubrik, SailPoint, SentinelOne, ShareGate, Singlewire, Snyk, Sungard, Tenable, Tricerat, Tripp Lite, Twilio, UiPath, Varonis, VAST, Veeam, Ventev, Verkada, Vertiv, VMware, Yealink, Zerto, Zoho ManageEngine, Zoom, Zscaler, accessories, appliance, architecture, assessment, asset management, audio visual, automation, backup power systems, cables, cameras, carrier connectivity, cloud, cloud based technology services, collaboration, compliance, computers, consulting, contact center, cybersecurity, data analytics, data backup, data center, data storage, deployment, design, DevOps, DevSecOps, digital trust, disaster recovery, distance learning, envisioning, field services, financing services, gateway, global services, implementation, infrastructure security, installation, integration, LAN, logistics, maintenance, managed print services, managed security, managed services, migration, mobility, modernization, network equipment, networking, notification software, online ticketing system, optimization, physical security, printers, professional services, risk, router, SaaS, scanners, servers, SMARTnet, software, strategy, supplemental engineering services, support, surveillance equipment, switch, technology mounting, telecommunications, transportation technology, unified communications, video, virtualization, VLAN, WAN, Webex, wireless, WLAN

3 1	<p>Do you want TIPS Members to be able to spend Federal grant funds with you if awarded? Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?</p> <p>Most of our members receive Federal Government grants or other funding and they make up a significant portion of their budgets. The Members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that include provisions from the federal regulations in 2 CFR part 200, etc. Your answers will determine if your award will be designated as eligible for TIPS Members to utilize federal funds with your company.</p> <p>Do you want TIPS Members to be able to spend Federal funds, at the Member's discretion, with you?</p> <input type="text" value="Yes"/>
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3 2	<p>Yes - No</p> <p>Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner:</p> <p>(A) has its principal place of business in Texas;</p> <p>OR</p> <p>(B) employs at least 500 persons in Texas?</p> <p>This question is required as a data gathering function for information to our members making purchases with awarded vendors. It does not affect scoring with TIPS.</p> <input type="text" value="No"/>
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3 3	<p>Company Residence (City)</p> <p>Vendor's principal place of business is in the city of?</p> <input type="text" value="Reston"/>
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3 4	<p>Company Residence (State)</p> <p>Vendor's principal place of business is in the state of?</p> <input type="text" value="VA"/>
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**3
5 Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION**

Remember this is a **MINIMUM** discount percentage. So, be sure that the discount percentage inserted here can be applied to ANY OFFERING OF GOODS OR SERVICES THROUGHOUT THE LIFE OF THE CONTRACT.

CAUTION: BE CERTAIN YOU CAN HONOR THIS **MINIMUM** DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD NOW OR DURING THE LIFE OF THE CONTRACT.

What is the **MINIMUM** percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the solicitation specifications document), website, store or shelf pricing or when adding new goods or services to your offerings during the life of the contract? The resulting price of any goods or services Catalog list prices after this discount is applied is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Please note that any specific greater discount offered for a particular product, brand, or service listed in Vendor's proposal will control and Vendor will be required to honor that greater specific discount, in excess of the minimum discount, for that particular product, brand, or service for the life of the contract.

Must answer with a number between 0% and 100%.

**3
6 MINIMUM Discount Term**

Does the vendor agree to at least offer, for the life of the Agreement, the Minimum Discount Percentage off list or catalog proposed by Vendor in response to the Attribute entitled "Discount Offered - CAUTION READ CAREFULLY BECAUSE VENDORS FREQUENTLY MAKE MISTAKES ON THIS ATTRIBUTE QUESTION"? TIPS will utilize this response to satisfy the Long Term Cost scoring evaluation criteria. A "YES" answer will be awarded the maximum 10 points for this criterion out of the 100 total points and a "NO" answer is awarded 0 points.

**3
7 Yes - No**

If awarded on this TIPS Contract, for the duration of the Contract, Vendor agrees to provide, upon request, their then current catalog pricing, as defined in the solicitation and below, to TIPS upon request for any goods and services offered on Vendor's TIPS Contract.

"Catalog" means the available list of tangible personal property or services, in the most current listing, regardless of date, during the life of the contract, that takes the form of a catalog, price list, schedule, shelf price or other form that:

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

**3
8 TIPS Administration Fee**

By submitting a proposal, I agree that all pricing submitted to TIPS shall include the Administration Fee, as designated in the solicitation or as otherwise agreed in writing which shall be remitted to TIPS by the Vendor, or the vendor's named resellers, and as agreed to in the Vendor Agreement. I agree that the fee shall not and will not be added by the Vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.

3**9**

Vendor agrees to remit to TIPS the required administration fee or, if resellers are named, Vendor agrees to guarantee the fee remittance by or for the reseller named by the vendor?

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

4**0**

Vendor understands and agrees that it owes TIPS a TIPS Administration Fee (published in the RFP/RCSP document) on every TIPS sale made under an awarded TIPS Contract. Vendor further understands and agrees that Vendor shall submit pricing with this proposal which includes and accounts for the TIPS Administration Fee and **shall never** separately charge the TIPS Member Customer the TIPS fee or add the TIPS Administration Fee line item to an invoice or similar purchase document. Submission of this proposal is Vendor's certification that Vendor agrees to this mandatory term.

4**1**

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

4**2**

Years in business as proposing company?

4**3**

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

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

(If applicable, Vendor should add all Authorized Resellers within the TIPS Vendor Portal upon award).

4**4**

The proposing vendor has the right not to sell under the awarded agreement with a TIPS member at vendor's discretion unless required by law.

4 5	NON-COLLUSIVE BIDDING CERTIFICATE By submission of this bid or proposal, the Bidder certifies that: 1) This bid or proposal has been independently arrived at without collusion with any other Bidder or with any Competitor; 2) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other Bidder, Competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; 4) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the Bidder as well as to the person signing in its behalf. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered.
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4 6	CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ - Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? Do you have any CONFLICT OF INTEREST TO REPORT OR DISCLOSE under this statutory requirement? YES or NO If you have a conflict of interest as described in this form or the Local Government Code Chapter 176, cited therein- you are required to complete and file with TIPS. The Form CIQ is one of the attachments to this solicitation. There is an optional upload for this form provided if you have a conflict and must file the form <input type="text" value="No"/>
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4 7	Filing of Form CIQ If yes (above), have you filed a form CIQ by uploading the form to this RFP as directed above? <input type="text" value="No response"/>
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4 8	Regulatory Standing I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question. <input type="text" value="Yes"/>
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4 9	Regulatory Standing Regulatory Standing explanation of no answer on previous question. <input type="text" value="No response"/>
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5
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Antitrust Certification Statements (Tex. Government Code § 2155.005)

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

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

5
1**Suspension or Debarment Instructions**

Instructions for Certification:

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

5
2**Suspension or Debarment Certification**

By answering yes, you certify that no federal suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

5
3**Non-Discrimination Statement and Certification**

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

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

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

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

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

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

Yes, I certify (Yes)

5
4**2 CFR PART 200 Contract Provisions Explanation**

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

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

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

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

5
5**2 CFR PART 200 Contracts**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

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

Does vendor agree?

5
6**2 CFR PART 200 Termination**

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

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

Does vendor agree?

5
7**2 CFR PART 200 Clean Air Act**

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein.

Does vendor agree?

**5
8** **2 CFR PART 200 Byrd Anti-Lobbying Amendment**

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

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

Does vendor agree?

**5
9** **2 CFR PART 200 Federal Rule**

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$250,000)

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 that it is in compliance with the Clean Air Act?

**6
0** **2 CFR PART 200 Procurement of Recovered Materials**

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

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

**6
1 2 CFR PART 200 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 agree?

**6
2 2 CFR PART 200 Domestic Preferences for Procurements**

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this 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.

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 agree?

**6
3 2 CFR PART 200 Ban on Foreign Telecommunications**

Federal grant funds may not be used to purchase 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” means purchases from Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), 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).

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 agree?

6 4 2 CFR PART 200 Contract Cost & Price

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 Agree?

6 5 FEMA Fund Certifications

Submission of this proposal is Vendor's certification that Vendor agrees to this term. Vendor certifies that **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 for the purposes of making audits, examinations, excerpts, and transcriptions. The 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.

6 6 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 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 agree?

**6
7 Certification Regarding Lobbying**

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

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

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

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

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

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

**6
8 If you answered "I HAVE lobbied" to the above Attribute Question**

If you answered "I HAVE lobbied" to the above Attribute question, you must download the Lobbying Report "Standard Form LLL, disclosure Form to Report Lobbying" which includes instruction on completing the form, complete and submit it in the Response Attachments section as a report of the lobbying activities you performed or paid others to perform.

**6
9 Subcontracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.**

Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful?

IF NO, DO NOT ANSWER THE NEXT ATTRIBUTE QUESTION. . IF YES, and ONLY IF YES, you must answer the next question YES if you want a TIPS Member to be authorized to spend Federal Grant Funds for Procurement.

7
0**ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?**

ONLY IF YES TO THE PREVIOUS QUESTION OR if you ever do subcontract any part of your performance under the TIPS Agreement,

do you agree to comply with the following federal requirements?

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

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.

7
1**Indemnification**

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

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

Yes, I Agree (Yes)

**7
2 Remedies**

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

Do you agree to these terms?

**7
3 Remedies Explanation of No Answer**

**7
4 Choice of Law**

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

Do you agree to these terms?

**7
5 Venue, Jurisdiction and Service of Process**

Any proceeding, involving Region 8 ESC or TIPS, arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Any dispute resolution process other than litigation shall have venue in Camp County or Titus County Texas.

Do you agree to these terms?

7 6	Infringement(s) The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved. Do you agree to these terms? <input type="text" value="Yes, I Agree"/>
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7 7	Infringement(s) Explanation of No Answer <input type="text" value="No response"/>
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7 8	Contract Governance Any contract made or entered into by the TIPS is subject to and is to be governed by Section 271.151 et seq, Tex Loc Gov't Code. Otherwise, TIPS does not waive its governmental immunities from suit or liability except to the extent expressly waived by other applicable laws in clear and unambiguous language. <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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7 9	Payment Terms and Funding Out Clause Payment Terms: TIPS or TIPS Members shall not be liable for interest or late payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding Out Clause: Vendor agrees to abide by the laws and regulations, including Texas Local Government Code § 271.903, or any statutory or regulatory limitations of the jurisdiction of any TIPS Member which governs contracts entered into by the Vendor and TIPS or a TIPS Member that requires all contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. See statute(s) for specifics or consult your legal counsel. Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms? <input checked="" type="checkbox"/> Yes, I Agree (Yes)
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8
0 **Insurance and Fingerprint Requirements Information**

Insurance

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

Fingerprint

It is possible that a vendor may be subject to Chapter 22 of the Texas Education Code. The Texas Education Code, Chapter 22, Section 22.0834 & 22.08341. Statutory language may be found at: <http://www.statutes.legis.state.tx.us/>

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

- (1) will have continuing duties related to the contracted services; and
- (2) has or will have direct contact with students

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

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

See form in the next attribute to complete entitled:
Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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1

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

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

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

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

I certify that:

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

OR

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

- (1) Contractor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history.
- (2) If Contractor receives information that a covered employee subsequently has a reported criminal history, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
- (3) Upon request, Contractor will provide the District with the name and any other requested information of covered employees so that the District may obtain criminal history record information on the covered employees.
- (4) If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District.

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

None

**8
2 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017**

SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES.

**8
3 Texas Government Code 2270 & 2271 Verification Form**

Texas Government Code 2270 & 2271 Verification Form

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement has a value of \$100,000 or more, the following certification shall apply; otherwise, this certification is not required. Pursuant to Chapter 2271 of the Texas Government Code, the Vendor hereby certifies and verifies that neither the Vendor, nor any affiliate, subsidiary, or parent company of the Vendor, if any (the "Vendor Companies"), boycotts Israel, and the Vendor agrees that the 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.

Our entity further certifies that it is is not listed on and we do not do business with companies prohibited by Texas Government Code 2270 or that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>

I swear and affirm that the above is true and correct.

YES

**8
4 Logos and other company marks**

Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred

Potential uses of company logo:

* Your Vendor Profile Page of TIPS website

* Potentially on TIPS website scroll bar for Top Performing Vendors

* TIPS Quarterly eNewsletter sent to TIPS Members

* Co-branding Flyers and or email blasts to our TIPS Members (Permission and approval will be obtained before publishing)

8
5**Solicitation Deviation/Compliance**

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

8
6**Solicitation Exceptions/Deviations Explanation**

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

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

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

8
7**Agreement Deviation/Compliance**

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

8
8**Agreement Exceptions/Deviations Explanation**

If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.

8
9**Felony Conviction Notice**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony." Subsection (b) states "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract." (c) This section does not apply to a publicly held corporation. The person completing this proposal certifies that they are authorized to provide the answer to this question.

Select A., B. or C.

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

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

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

90 If you answered C. My Firm is owned or operated by a felon to the previous question, you are REQUIRED TO ANSWER THE FOLLOWING QUESTIONS.

If you answered C. My Firm is owned or operated by a felon to the previous question, you must provide the following information.

1. Name of Felon(s)
2. The named person's role in the firm, and
3. Details of Conviction(s).

91 Required Confidentiality Claim Form

Required Confidentiality Claim Form

This completed form is required by TIPS. By submitting a response to this solicitation you agree to download from the "Attachments" section, complete according to the instructions on the form, then upload the completed form, with any confidential attachments, if applicable, to the "Response Attachments" section titled "Confidentiality Form" in order to provide to TIPS the completed form titled, "CONFIDENTIALITY CLAIM FORM". **THIS REQUIRED PROCESS IS THE ONLY WAY TO DEEM PROPOSAL DOCUMENTATION CONFIDENTIAL ANY OTHER CONFIDENTIAL DESIGNATION WILL BE DISREGARDED UNLESS THE DOCUMENT IS IDENTIFIED BY AND ATTACHED TO THE REQUIRED FORM.** By completing this process, you provide us with the information we require to comply with the open record laws of the State of Texas as they may apply to your proposal submission. If you do not provide the form with your proposal, an award will not be made if your proposal is qualified for an award, until TIPS has an accurate, completed form from you.

Read the form carefully before completing and if you have any questions, email bids@tips-usa.com.

92 Member Access to Vendor Proposal

Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Contract constitutes Vendor's 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 by TIPS Members or any other party. By submitting this proposal, Vendor certifies the foregoing.

93 Choice of Law clauses with TIPS Members

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

94 Venue of dispute resolution with a TIPS Member

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

95 Automatic renewal of contracts or agreements with TIPS or a TIPS member entity

This clause **DOES NOT** prohibit multiyear contracts or agreements with TIPS member entities.

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

**9
6 Indemnity Limitation with TIPS Members**

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

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

**9
7 Arbitration Clauses**

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

**9
8 Required Vendor Sales Reporting**

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

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9 Upload of Current W-9 Required**

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

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0 CERTIFICATION REGARDING BOYCOTTING CERTAIN ENERGY COMPANIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has ten (10) or more full-time employees; and (c) this contract 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. Pursuant to Tex. Gov't Code Ch. 2274 of SB 13 (87th session), the company hereby certifies and verifies that the company, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, does not boycott energy companies and will not boycott energy companies during the term of the contract. For purposes of this contract, 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't Code § 809.001(1).

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1**CERTIFICATION PROHIBITING DISCRIMINATION AGAINST FIREARM AND AMMUNITION INDUSTRIES (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree, when it is applicable, to the following required by Texas law as of September 1, 2021:

If (a) company is not a sole proprietorship; (b) company has at least ten (10) full-time employees; (c) this contract has a value of at least \$100,000 that is paid wholly or partly from public funds; (d) the contract is not excepted under Tex. Gov't Code § 2274.003 of SB 19 (87th leg.); and (e) governmental entity has determined that company is not a sole-source provider or governmental 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.

Pursuant to Tex. Gov't Code Ch. 2274 of SB 19 (87th session), the company hereby certifies and verifies that the company, 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 contract, "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. See Tex. Gov't Code § 2274.001(3) of SB 19. "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." See Tex. Gov't Code § 2274.001(3) of SB 19.

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2**CERTIFICATION REGARDING CERTAIN FOREIGN-OWNED COMPANIES IN CONNECTION WITH CRITICAL INFRASTRUCTURE (Texas law as of September 1, 2021)**

By submitting a proposal to this Solicitation, you certify that you agree to the following required by Texas law as of September 1, 2021:

Proposing Company is prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant to the company direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the Proposing Company for product warranty and support purposes. Company, certifies that neither it nor its parent company nor any affiliate of company 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 contract, "critical infrastructure" means "a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility." See Tex. Gov't Code § 2274.0101(2) of SB 1226 (87th leg.). The company verifies and certifies that company 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.

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3**Acknowledgement**

By submitting this proposal, Vendor 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 found to be necessary by the proposing vendor, vendor has sought the advice of counsel in understanding all portions of the solicitation.

ADDENDUM NO. 1 TIPS 220105 TECHNOLOGY SOLUTIONS, PRODUCTS AND SERVICES

This Addendum #1 ***does not*** require action from responding Vendors and ***does not*** require resubmission for Vendors who have already submitted. It is only to correct a misstatement originally included in Page 7 of the solicitation attachment entitled "220105 RFP Specifications." The original Page 7 of the solicitation attachment entitled "220105 RFP Specifications" mistakenly stated at the top of the page that, "This solicitation is seeking providers for: Safety Equipment, Supplies and Services." This Addendum No. 1 corrects it to properly state, "This solicitation is seeking providers for: Technology Solutions, Products and Services."

CERTIFICATION BY CORPORATE OFFERER

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

OFFERER: Presidio Networked Solutions LLC
(Name of Corporation)

Refer to the accompanying Officer's Certificate _____ **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Jackie Arnett
(Name of person who completed proposal document)

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

Director, Contracts Administration
(Title/Position of person signing proposal/offer document within the corporation)

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



CORPORATE SEAL if available

Jackie Arnett Jackie Arnett, Director Contract Administration
SIGNATURE

02/09/2022
DATE

PRESIDIO™

Officer's Certificate

Name of Company:

Presidio Networked Solutions LLC

Name of Individual Signing:

Jackie Arnett

Company Address:

8161 Maple Lawn Blvd.
Suite 150
Fulton, MD 20759

Title: Director, Contracts Administration

Signature:

Jackie Arnett
(Required)

I certify that I am an Officer of the Company, that I have access to the original records of the Company, and that the individual identified above is authorized and empowered to make, enter into, sign, seal and deliver on behalf of this Company any and all documents with and to bind the Company to perform in accordance with the terms thereof.



Presidio Networked Solutions LLC

By:

J. Staples
Authorized Signature

Jay Staples, Asst. General Counsel and Asst. Secy.

Name (Type or Print)

Title

7/23/2020

Date

TIPS RFP # 220105

Required Confidential Information Status Form

Presidio Networked Solutions LLC

Name of company

Jackie Arnett, Director, Contracts Administration

Printed Name and Title of Authorized Company Officer declaring below the confidential status of material

8161 Maple Lawn Boulevard, Suite 150 Fulton MD 20759 812-342-6188

Address City State ZIP Phone

ALL VENDORS MUST COMPLETE THE ABOVE SECTION

CONFIDENTIAL INFORMATION SUBMITTED IN RESPONSE TO COMPETITIVE PROCUREMENT REQUESTS OF EDUCATION SERVICE CENTER REGION 8 AND TIPS (ESC8) IS GOVERNED BY TEXAS GOVERNMENT CODE, CHAPTER 552

If you consider any portion of your proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), you must attach a copy of all claimed confidential materials to this COMPLETED form, name the combined PDF documents "CONFIDENTIAL", and upload the combined, confidential documents with your proposal submission. If a document is not attached, it will not be considered confidential. The copy uploaded will be the sole indicator of which material in your proposal, if any, you deem confidential in the event TIPS/ESC 8 receives a Public Information Request. If ESC 8 receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For documents deemed confidential by you in this manner, ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination. Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's 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 by TIPS Members or any other party.

ALL VENDORS MUST COMPLETE ONE OF THE TWO OPTIONS BELOW

OPTION 1:

I **DO CLAIM** parts of my proposal to be confidential and **DO NOT** desire to expressly waive a claim of confidentiality of all information contained within our response to the solicitation. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

IF CLAIMING PARTS OF YOUR PROPOSAL CONFIDENTIAL, YOU MUST ATTACH THE SHEETS TO THIS FORM AND LIST THE NUMBER OF TOTAL PAGES THAT ARE CONFIDENTIAL.

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

Signature _____ Date _____

OR

OPTION 2:

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

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

Signature **Jackie Arnett** Digitally signed by Jackie Arnett Date: 2022.02.09 13:03:51 -05'00' Date **02/09/2022**

The Interlocal Purchasing System
RFP Title: Technology Solutions, Products and Services
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PRESIDIO ORIGINAL EQUIPMENT MANUFACTURERS (OEM) PARTNERSHIPS AND CERTIFICATIONS

Presidio has established top-tier partnerships with leading technology innovators and we hold the highest industry certifications. We maintain a portfolio of more than 500 OEM relationships, providing a comprehensive catalog of products, services, and solutions to our clients. Presidio is able to add OEMs to our portfolio as needed to meet our clients' current and future technology challenges. Exhibit 1 details our current partnerships with the OEMs included in our proposal.

Exhibit 1. Presidio OEM Partnership Status

OEM	Partnership Level
Amazon Web Services (AWS)	Premier Consulting Partner
APC - Schneider Electric	Premier Partner
Apple	Authorized Reseller
Appspace Inc.	Authorized Reseller
Archive360, Inc.	Authorized Reseller
Arista Networks, Inc.	Elite Plus
Aruba Networks (HPE)	Platinum Partner
AtlasIED	Authorized Reseller
AudioCodes	Platinum Partner
Ava Security	Authorized Reseller
Avigilon Corporation	Authorized Reseller
Axis Communications	Authorized Reseller
BitTitan, Inc.	Authorized Reseller
C2G - Lastar, Inc. (formerly Cables To Go)	Authorized Reseller
Cisco Systems, Inc.	Gold Integrator and Gold Provider Partner
Citrix Systems, Inc.	Platinum Solution Advisor
CommScope	Authorized Reseller
Commvault	Platinum Partner
Cradlepoint, Inc.	Authorized Reseller
CyberArk Software Ltd.	Certified
Dell Technologies	Titanium Partner
Eaton	Authorized Reseller
EfficientIP	Authorized Reseller
F5 Networks	Platinum Partner
Feenics	Authorized Reseller

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OEM	Partnership Level
Fortinet	Expert Partner
Google Cloud	Expertise
Hanwha Techwin America	Authorized Reseller
Hewlett Packard Enterprise (HPE)	Platinum Partner
IGEL Technology	Authorized Reseller
Infoblox	Platinum Reseller
Intrado Corporation	Authorized Reseller
Jabra	Authorized Partner
Juniper Networks	Elite Partner
KnowBe4, Inc.	Authorized Reseller
Kurmi Software Inc.	Authorized Reseller
Lakeside Software, LLC	Authorized Reseller
Liquidware Labs, Inc.	Authorized Reseller
Login VSI, Inc.	Authorized Reseller
LogRhythm, Inc.	Platinum Partner
Microsoft	Gold Partner
Milestone Systems	Authorized Reseller
Nerdio	Gold
Netskope, Inc.	Preferred
Nimble Storage (HPE)	Gold Certified Partner
Nutanix	Master Partner
Okta, Inc.	Bronze
Open Options	Authorized Reseller
Openpath, Inc.	Authorized Reseller
OpenText Corporation	Authorized Reseller
Palo Alto Networks	Diamond Innovator
Panduit	Authorized Reseller
Parsec Technologies	Valued Partner
Poly	Gold Partner
PrinterLogic	Authorized Reseller
Proofpoint, Inc.	Authorized Reseller
Pure Storage, Inc.	Elite Partner
Quest Software Inc.	Authorized Reseller
Qumulo, Inc.	Diamond Partner

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OEM	Partnership Level
Riverbed Technology, Inc.	Elite Partner
RoomReady	Authorized Reseller
RS2 Technologies	Authorized Reseller
Rubrik	Elite Partner
SailPoint Technologies Inc.	Bronze
SentinelOne	Platinum
ShareGate	Authorized Reseller
Singlewire Software, LLC	Authorized Reseller
Tenable, Inc.	Authorized Reseller
Tripp Lite by Eaton	Premier Partner
Twilio Inc.	Authorized Reseller
Varonis Systems	Gold
VAST Data, Inc.	Authorized Reseller
Veeam Software	Platinum Reseller
Verkada Inc.	Authorized Reseller
Vertiv Group Corp.	Diamond
VMware, Inc.	Partner Connect Principal
Yealink Inc.	Authorized Reseller
Zerto Ltd.	Platinum Partner
Zoho Corporation	Authorized Reseller
Zoom Video Communications, Inc.	Gold Partner
Zscaler, Inc.	Authorized Reseller

PRESIDIO'S AMAZON WEB SERVICES (AWS) PARTNERSHIP

Presidio is an AWS Premier Consulting Partner recognized for the following AWS validated qualifications:

- 3 AWS Competencies:
 - AWS DevOps Consulting Competency
 - AWS Migration Consulting Competency
 - AWS Networking Competency
- 8 Partner Programs:
 - Managed Service Provider
 - Authorized Commercial Reseller
 - AWS Public Sector Partner



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- AWS Solution Provider Program
- AWS Public Sector Solution Provider
- Well Architected
- APN Immersion Days
- AWS Marketplace Skilled Consulting Partner
- 2 AWS Service Validations:
 - Amazon API Gateway Delivery
 - Amazon Connect Delivery
- 500+ AWS Certifications
- 400+ AWS Customer Launches

Presidio has attained the following AWS awards:

- AWS Most Impactful Nonprofit Partner Award Winner with the Cherokee Nation (2021)
- AWS CloudHealth Partner of the Year (2019)

Exhibit 2 details the AWS certifications Presidio currently holds.

Exhibit 2. Presidio's AWS Certifications

Presidio AWS Certifications	
AWS Certified Cloud Practitioner - Foundational	522
AWS Certified Solutions Architect - Associate	169
AWS Certified Developer - Associate	46
AWS Certified Solutions Architect - Professional	39
AWS Certified SysOps Administrator - Associate	42
AWS Certified Security - Specialty	25
AWS Certified Advanced Networking - Specialty	9
AWS Certified DevOps Engineer - Professional	17
AWS Certified Advanced Networking - Specialty	9
AWS Certified Machine Learning - Specialty	5
AWS Certified Data Analytics - Specialty	4
AWS Certified Big Data – Specialty (Retired)*	1
AWS Certified Database - Specialty	4

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As an AWS PartnerNetwork (APN) Premier Consulting Partner, Presidio has expansive proficiency in management, architecture design, and optimization to progress your company's performance, scalability, operations and cost optimization on Amazon Web Services (AWS).

TOGETHER, WE RAPIDLY INNOVATE

 <p>Managed Cost Optimization</p> <p>Eliminating excess cost while enabling customers to focus on the technology that drives innovation</p>	 <p>Cloud Center of Excellence</p> <p>Helping customers develop and manage an effective cloud strategy focused on process, procedure, and best practices</p>	 <p>Cloud Migration</p> <p>Service which allows customers to seamlessly migrate and/or extend their on-premise environments to AWS</p>	 <p>Amazon Connect</p> <p>Customer contact center solution that provides reliable customer engagement at any scale</p>
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QUICK FACTS

- 427+ APN Business Professional Accreditations
- 195+ APN Technical Professional Accreditations
- 165+ AWS Technical Certifications
- 391% YoY Growth in AWS Influenced Revenue
- AWS National Systems Integrator

AREAS OF FOCUS

- Managed Cost Optimization
- DevOps
- Datacenter Migration
- Solution Design & Implementation
- Cloud Center of Excellence
- VMWare on AWS

PRESIDIO'S APC PARTNERSHIP

As an APC by Schneider Electric Premier Partner, Presidio has attained the following program levels:

- Business Networks - Business Networks Premier Level
- Cooling - Cooling Select Level
- Home SOHO - Home SOHO Select Level
- Industrial Secure Power - Industrial Secure Power Select Level
- IT Power - IT Power Select Level
- ITD - Local Edge - Global - Local Edge Premier
- ITD - Local Edge - Global - Local Edge Select
- Software - Software Select Level



As a Premier Partner, Presidio is an authorized reseller of the following APC product subcategories:

- Uninterruptible Power Supply (UPS)
- Edge Computing
- IT Power Distribution
- Cooling
- Critical Power and Cooling Services
- Racks and Accessories
- Security and Environmental Monitoring
- Surge Protection and Power Conditioning

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PRESIDIO'S APPLE PARTNERSHIP

Presidio is an official Apple Authorized Reseller. Presidio's offerings for Apple products promote employee choice, helping our customers digitally transform their platforms while attracting, retaining and empowering the workforce talent they need to thrive in a hybrid work culture. With the influx of millennials into the workplace providing a choice presents a major upside for talent acquisition. This employee focused experience helps increase workplace productivity and keeps employees satisfied and engaged. As an authorized Apple reseller, Presidio can resell all Apple products (not including Beats headphones). With access to the entire Apple platform, Presidio has expanded its reach to customers in new ways, continuing to help them adapt to a dynamic and evolving environment.



Device Logistics as a Service

Presidio brings a unique approach to the table as we can manage the acquisition of Apple products, their storage in our warehouse facilities, and asset prep before being delivered to the destination. Our logistics service(s) provides our customers with flexibility and reliability when trusting us with their device purchases. Presidio offers an array of services from asset tagging, kitting, and the capability of entire iOS lifecycle management. This platform that Presidio offers its customers helps alleviate stress that comes with deploying new devices into a business environment.

APPLE AND CISCO PARTNERSHIP

Apple and Cisco's relationship is stronger than ever offering a diverse solution platform. This partnership gives customers an in-depth breakdown of the iOS device and network activity. With control over the iOS network, customers can monitor activity and security without interruption. Cisco makes Apple deployment simple through Cisco Secure endpoint solutions. Business is now able to deploy and manage their iOS devices through multiple Cisco platforms. This new partnership will help business continue to advance and accelerate their mobile employees.

PRESIDIO'S HPE ARUBA PARTNERSHIP

Presidio is an HPE Aruba Platinum Partner.

Exhibit 3 details the HPE Aruba certifications Presidio currently holds. Additionally, approximately 29 Presidio engineers have completed formal HPE Aruba Training Sessions, which are typically 4 to 5 days in length, including:

- ClearPass Essentials: 14
- Designing Aruba Solutions: 10
- Implementing Aruba WLAN: 2
- Introduction to Aruba 8000-Series Campus Core and Aggregation Switch: 1
- Implementing Aruba Campus Switching Solutions: 1
- Selling Aruba ClearPass: 1



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Exhibit 3. Presidio HPE Aruba Certifications

Presidio HPE Aruba Certifications	
Certification	Total
WLAN Certifications	
Aruba Certified Mobility Expert	5
Aruba Certified Mobility Professional	12
Aruba Certified Mobility Associate	3
Aruba Certified Design Expert	2
Aruba Certified Design Professional	6
Switching Certifications	
Aruba Certified Switching Associate	8
Security Certifications	
Aruba Certified ClearPass Expert	2
Aruba Certified ClearPass Professional	4
Sales Certifications	
Aruba Certified Sales	25
ClearPass Sales Certified	6
Mobile Engagement Sales Certified	1

PRESIDIO'S CISCO PARTNERSHIP

Presidio is a certified Cisco Gold Integrator and Gold Provider Partner with numerous relevant advanced specializations and certifications.



As a Cisco Gold Integrator and Gold Provider Partner, Presidio has attained the broadest range of expertise across multiple technologies by achieving the following advanced specializations:

- Data Center Specialization
- Advanced Collaboration Architecture Specialization
- Advanced Customer Experience Specialization
- Advanced Data Center Architecture Specialization
- Cisco Hyperflex Specialization
- Cisco IoT Specialization
- Cisco Unified Contact Center Express Specialization
- Cisco Webex Contact Center Specialization
- Collaboration SaaS Specialization
- IP Fabric for Media Specialization

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| <ul style="list-style-type: none"> • Advanced Enterprise Networks Architecture Specialization • Advanced SP Architecture Specialization • Advanced Security Architecture Specialization • Cisco Webex Calling with Calling Plan DevNet Specialization • IOT Advantage Specialization | <ul style="list-style-type: none"> • Master Collaboration Specialization • Master Data Center and Hybrid Cloud Specialization • Master Networking Specialization • Master Security Specialization • Master Cloud and Managed Services Certified Partner |
|---|--|

PRESTIGIOUS CISCO AWARDS

Presidio consistently earns Cisco's highest honors and achievements. Recently, Presidio was the recipient of nine prestigious Cisco Partner Summit 2021 awards on November 9, 2021. Presidio was recognized on a global, national, and regional level for our achievements with Cisco during the past year, earning the following awards:

- Enterprise Partner of the Year (Americas)
- IoT/Industry Partner of the Year (Americas)
- SLED Partner of the Year (US Central)
- South Enterprise Partner of the Year (US Central)
- Area Partner of the Year (US East)
- Data Center and Cloud Partner of the Year (US East)
- Enterprise Partner of the Year (US East)
- SLED Partner of the Year (US East)
- Commercial Partner of the Year (US West)

Cisco Partner Summit awards are awarded to channel partners who rise to business challenges. They are designed to recognize superior business practices and reward best-in-class methodologies. Areas of consideration include innovative processes, architecture-led successes, strategic business outcome-focused programs, seizing new opportunities, and sales approaches. These awards signify that Presidio has worked hard to be the best in the industry, which is an important distinction from our competition. Exhibit 4 lists our most recent Cisco awards.

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CISCO PARTNERS		AWARDS LISTING
		2017- Present
<p>Cisco Systems</p> <ul style="list-style-type: none"> • 2021 Enterprise Partner of the Year (Americas) • 2021 IoT/Industry Partner of the Year (Americas) • 2021 SLED Partner of the Year (US Central) • 2021 South Enterprise Partner of the Year (US Central) • 2021 Area Partner of the Year (US East) • 2021 Data Center & Cloud Partner of the Year (US East) • 2021 Enterprise Partner of the Year (US East) • 2021 SLED Partner of the Year (US East) • 2021 Commercial Partner of the Year (US West) • 2020 Software Partner of the Year (Americas) • 2020 Technology Excellence Partner of the Year: Security (Americas) • 2020 Outstanding Customer Satisfaction Partner of the Year (US Central) • 2020 Area Partner of the Year (US East) • 2020 Technology Excellence Partner of the Year: Enterprise Networking & Cloud (US East) • 2020 Technology Excellence Partner of the Year: Security (US East) • 2020 Software Partner of the Year (US South) • 2020 Cisco Capital Partner of the Year (US West) • 2020 Commercial Partner of the Year (US West) • 2019 Architectural Excellence: Global Collaboration Partner of the Year • 2019 SLED State, Local Government Partner of the Year • 2019 Execution Excellence Regional Partner of the Year: MIKO Operation (US Central) • 2019 Architectural Excellence Partner of the Year: Data Center (US East) • 2019 Commercial Partner of the Year (US East, Americas) • 2019 Software Partner of the Year (US East) • 2019 Architectural Excellence Partner of the Year: Collaboration (US South) • 2019 Area Partner of the Year (US West) • 2019 SLED West Partner of the Year (US South) • 2019 Area Partner of the Year (East, West) • 2018 Commercial Partner of the Year (East) • 2018 Cisco Capital Partner of the Year • 2018 Area Partner of the Year (East) • 2018 SLED State and Local Government Partner of the Year • 2018 Public Sector Partner of the Year: Cyber Security • 2018 Enterprise Partner of the Year (Americas) • 2018 Architectural Excellence Partner of the Year: Security (South) • 2018 Cisco Enterprise Partner of the Year (East, Central, Americas) • 2018 Cisco Public Sector Partner of Year (Americas, Public Sector) • 2018 Cisco SLED Partner of the Year (Public Sector, East, South, West) • 2018 Cisco Collaboration Summit meetings (Video + Conferencing) Award, Americas • 2017 Cisco Capital Partner of the Year (Global) • 2017 Partner of the Year: Public Sector (Americas) • 2017 Meraki Elevate Partner of the Year (US Central) • 2017 Area Partner of the Year (US East) • 2017 Architectural Excellence Partner of the Year: Collaboration (Global) • 2017 SLED Partner of the Year (US East) • 2017 Public Sector Cisco Capital Partner of the Year (US Public Sector) • 2017 Public Sector Partner of the Year (US Public Sector) • 2017 SLED State & Local Government Partner of the Year (US Public Sector) • 2017 GEB Partner of the Year (US South) • 2017 Commercial Partner of the Year (US, East, South, Contact Center Express, Overall Revenue, Global) 		

Exhibit 4. Presidio Cisco Awards Listing

CISCO CERTIFICATIONS

As illustrated in Exhibit 5, Presidio holds the highest levels of Cisco engineering certifications as well as numerous others relating to sales, lifecycle services management, and product support.

Exhibit 5. Presidio Cisco Certifications

Presidio Cisco Certifications	
Certification	Total
Associate (CCNA, CCDA, etc.)	694
Professional (CCNP, CCDP, etc.)	378
Expert (CCIE/CCDE)	98
Specialized Certification	4,726

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Sales Certification	217
Miscellaneous Certifications	130
Total	6,243
Meraki ECMS1	31
Meraki ECMS2	3
Meraki Masters	13
Meraki CMNA	223
Total	270

CISCO CUSTOMER SATISFACTION EXCELLENCE

As a Cisco partner, Presidio continues to participate in Cisco's Channel Partner Customer Satisfaction Excellence assessment. Customer Satisfaction Excellence is the highest distinction a partner can achieve within the Cisco Channel Partner Program. Partners who achieve this quarterly honor are identifiable by the Gold Star distinction in the Cisco Partner Locator tool. Partner Locator users can search for all partners who currently hold the quarterly Cisco Customer Satisfaction Excellence award by using the advanced search functionality.

Cisco bases the Channel Partner Customer Satisfaction Excellence assessment on the customer satisfaction results captured in the Cisco Partner Access onLine (PAL) customer satisfaction survey tool. Quarterly, Cisco recalculates the numbers from the previous (rolling) four quarters, and then acknowledges partners who achieved customer satisfaction distinction within each geographic region during this period. Presidio has earned Cisco's Customer Satisfaction Excellence Gold Star consistently.

PRESIDIO'S CITRIX PARTNERSHIP



Presidio is a designated Citrix Platinum Solution Advisor as well as a Platinum Solutions Provider for Managed Services customers. This credential is awarded to Partners who demonstrate the highest level of expertise and commitment to the entire Citrix portfolio of products as a core part of their business, have a well-established Citrix practice, and work closely with Citrix on sales, implementation, and consulting engagements. As demonstrated in Exhibit 6, Presidio has been the recipient of multiple distinguishing Citrix awards.

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CITRIX AWARDS LISTING	
Citrix Awards <ul style="list-style-type: none"> • 2021 Citrix Commercial Partner of the Year • 2020 North America/Americas Cloud Partner of the Year • 2018 Workspace Partner of the Year • 2015 North America Partner of the Year • 2014 North America Partner of the Year • 2014 North America Northeast Area Partner of the Year • 2014 North America Southeast Area Partner of the Year 	2014- Present 

Exhibit 6. Presidio's Citrix Awards

Exhibit 7 details the Citrix certifications Presidio currently holds.

Exhibit 7. Presidio's Citrix Certifications

Presidio Citrix Certifications	
Citrix Certified Sales Professional (CCSP)	1
CCA for Citrix MetaFrame Access Suite 3.0	3
CCSP 2011	14
Citrix Certified Expert	8
Citrix Certified Associate - Networking	7
Citrix Certified Professional 2012	13
CCSP 2010	13
CCSP 2009	4
CCSP 2008	16
CCSP 2007	1
Citrix Certified Associate Professional - Networking	9
Citrix Certified Associate Professional - Virtualization	2
Citrix Certified Associate Associate- Virtualization	3
CCA for Citrix Xenapp 4,5,6	38
CCA for Citrix NetScaler 10	3
CCA for Citrix XenServer 6	6
CCA for Citrix XenDesktop 3 Platinum Edition	1
CCA for Citrix XenDesktop Enterprise Edition 3	1
CCA for Citrix Access Gateway 9 Enterprise Edition	1
CCA for Citrix NetScaler 9	7
CCA for Citrix XenServer 5 Platinum Edition	1
CCA for Citrix Provisioning Server 5	2
CCA for Citrix Password Manager	3
CCA for Citrix MetaFrame Access Suite 3.0	3
CCA for Citrix MetaFrame XP Presentation Server	5
CCA for Citrix XenDesktop 4 Enterprise Edition	3
CCA for Citrix XenServer 5	7
CCA for Citrix XenDesktop 5	14

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Presidio Citrix Certifications	
CCEA for Citrix MetaFrame Access Suite 3.0	1
CCEA for Citrix MetaFrame XP Presentation Server	4
CCEA for Citrix XenApp (Presentation Server 4)	2
OTHER	65
CCSP for Citrix Presentation Server 4	3
Total	264

PRESIDIO'S DELL PARTNERSHIP



Presidio is a Dell Technologies Titanium Partner. Presidio's long-standing partnership with Dell is demonstrated by our commitment to enabling our customers' digital transformations with Dell's best-of-

class portfolio.

Presidio has been the recipient of numerous Dell EMC awards, including:

- Dell EMC Partner Services Quality Award (North America) (2018)
- Dell EMC Services Delivery Partner of the Year (2017)
- EMC Partner Services Quality Award (2014, 2015, 2017)
- Mid-Market East Partner of the year (2015)
- EMC Americas Marketing Excellence Partner of the Year (2015)
- EMC Global VSPEX Partner of the Year Award at EMC World (2014)
- US Convergence Partner of the Year Award at EMC World (2014)

Exhibit 8 details the Dell EMC certifications Presidio currently holds.

Exhibit 8. Presidio Dell EMC Certifications

Presidio Dell EMC Certifications	
Certification	Total
Dell Certified Professional - PowerEdge	1
Expert - Cloud Architect, IT-as-a-Service Version 1.0	4
Expert - Technology Architect, VNX Solutions Version 7.0	1
Expert - Technology Architect, VNX Solutions Version 8.0	1
Implementation Engineer, Backup Recovery - NetWorker Specialist Version 6.0 (EMCIE)	1
Implementation Engineer, Content Addressed Storage (CAS) Specialist Version 5.0 (EMCIE)	2
Implementation Engineer, Networked Storage - CAS Specialist Version 4.0 (EMCIE)	2
Implementation Engineer, RecoverPoint with VNX(SE) Specialist Version 1.0 (EMCIE)	3

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Implementation Engineer, RecoverPoint/ SE Specialist (EMCIE)	8
Platform Engineer, Content Addressed Storage (CAS) Specialist Version 5.0 (EMCPE)	1
Specialist - Implementation Engineer, Avamar Version 7.0	9
Specialist - Implementation Engineer, Converged Infrastructure Version 1.0	2
Specialist - Implementation Engineer, Data Domain Version 1.0	9
Specialist - Implementation Engineer, Dell EMC Unity Solutions Version 1.0	8
Specialist - Implementation Engineer, Isilon Solutions Version 1.0	5
Specialist - Implementation Engineer, Isilon Solutions Version 3.0	2
Specialist - Implementation Engineer, NetWorker Version 6.0	2
Specialist - Implementation Engineer, PowerMax and VMAX Family Solutions Version 1.0	1
Specialist - Implementation Engineer, RecoverPoint Version 1.0	15
Specialist - Implementation Engineer, VMAX All Flash and VMAX3 Solutions Version 2.0	1
Specialist - Implementation Engineer, VMAX3 Solutions Version 1.0	1
Specialist - Implementation Engineer, VNX Solutions Version 7.0	26
Specialist - Implementation Engineer, VNX Solutions Version 8.0	7
Specialist - Implementation Engineer, VPLEX Version 1.0	4
Specialist - Implementation Engineer, VxRail Appliance Version 1.0	2
Specialist - Implementation Engineer, XtremIO Solutions Version 1.0	6
Specialist - Platform Engineer, VNX Version 7.0	1
Specialist - Technology Architect, Backup Recovery Solutions Version 6.0	16
Specialist - Technology Architect, EMC Availability Solutions Version 1.0	1
Specialist - Technology Architect, Isilon Solutions Version 3.0	1
Specialist - Technology Architect, Midrange Storage Solutions Version 1.0	1
Specialist - Technology Architect, VNX Solutions Version 7.0	24
Specialist - Technology Architect, VNX Solutions Version 8.0	3
Specialist - Technology Architect, XtremIO Solutions Version 1.0	3
Specialist - Technology Architect, XtremIO Solutions Version 2.0	2
Storage Administrator, Backup Recovery - NetWorker Specialist Version 6.0 (EMCSA)	1
VxRail Appliance 4.x Deployment and Implementation	4

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PRESIDIO'S F5 NETWORKS PARTNERSHIP

Presidio is a F5 Platinum partner and authorized F5 Guardian level Professional Services Partner. Exhibit 9 details the F5 Networks certifications Presidio currently holds.



Exhibit 9. Presidio F5 Networks Certifications

Presidio F5 Networks Certifications	
Sales Accreditation	14
Technical Accreditation	19
F5-CA Certification	4
F5-CSE Certification	3
F5-CTS-APM Certification	1
F5-CTS-ASM Certification	1
F5-CTS-GTM Certification	2
F5-CTS-LTM Certification	3

PRESIDIO'S FORTINET PARTNERSHIP

Presidio is a Fortinet Expert Partner, which designates Presidio as a proven Fortinet solution expert. We have demonstrated consistently high revenue and the capability to deliver the full range of Fortinet solutions, with experts on staff to manage complex deployments. On May 12, 2020, Presidio was the recipient of Fortinet's 2019 North America Growth Partner of the Year Award. The Fortinet 2019 North America Partner of the Year Awards recognize dedicated partners and distributors in the North American region. As the recipient of this award, Presidio demonstrates substantial sales growth and a high-level of commitment to securing customer networks with Fortinet tools. In addition, we have increased both our product and service offerings to meet customer demands and grow our business. Exhibit 10 details the Fortinet Network Security Expert (NSE) certifications Presidio currently holds.

**EXPERT
PARTNER**

Exhibit 10. Presidio's Fortinet Certifications

Presidio Fortinet Certifications	
Certification	Total
NSE 1 Network Security Associate	66
NSE 2 Network Security Associate	61
NSE 3 Network Security Associate	40
NSE 4 Network Security Professional	1
NSE 6 Network Security Specialist	1
NSE 7 Network Security Architect	1

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PRESIDIO'S GOOGLE CLOUD PARTNERSHIP

Presidio is a designated Expertise partner in Google Cloud's Partner Advantage Program and an authorized reseller of the Google Cloud Platform, Google Workspace, and Google Cloud portfolio. Partners with the Expertise designation have demonstrated proficiency and have exhibited customer success through the combination of experience in a specific industry, workload, or product. Exhibit 11 details the Google Cloud certifications Presidio currently holds.

Exhibit 11. Presidio's Google Cloud Certifications

PRESIDIO GOOGLE CLOUD CERTIFICATIONS	
Google Cloud Sales Credential (Business)	2
Google Education Sales Credential (Business)	2
Associate Cloud Engineering Certification (Technical)	4
Google Education Deployment Credential (Technical)	2
Google Workspace Deployment Services Credential (Technical)	2
Professional Cloud Architect Certification (Technical)	3
Total	15

PRESIDIO'S INFOBLOX PARTNERSHIP



Presidio is a Platinum Reseller in the Infoblox BuildingBLOX Partner Program. This means Presidio engineers have completed the requisite Infoblox product training to provide pre-sales support, installation, and other support services.

PRESIDIO'S JUNIPER NETWORKS PARTNERSHIP



As a Juniper Elite Partner, Presidio has a proven record of accomplishment of supporting Juniper Networks customer base. Throughout the partnership, Juniper Networks has achieved a significant improvement in its renewal rates and benefited from increased customer and brand loyalty.

Presidio has a history of providing innovative and results-driven solutions for any tech-enabled business. Presidio's engineering staff has extensive experience in design, implementation, administration, problem diagnosis, and problem-solving Juniper Networks systems.

Presidio's engineering staff is certified in the following skill sets:

- Service Provider Routing and Switching
- Enterprise Routing and Switching
- Junos Security
- Junos Pulse Secure Access
- Junos Pulse Access Control

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Exhibit 12 details the Juniper certifications Presidio currently holds.

Exhibit 12. Presidio Juniper Certifications

Presidio Juniper Certifications	
Certification	Total
Juniper Networks Certified Internet Associate (JNCIA)	5
Juniper Networks Certified Design Specialist (JNCDS)	3
Juniper Networks Certified Internet Specialist (JNCIS)	9
Juniper Networks Certified Internet Professional (JNCIP)	7
Juniper Networks Sales Associate	5

PRESIDIO'S MICROSOFT PARTNERSHIP

Gold Application Development
 Gold Application Integration
 Gold Cloud Platform
 Gold Cloud Productivity
 Gold Collaboration and Content
 Gold Communications
 Gold Data Analytics
 Gold Data Platform
 Gold Datacenter



Gold DevOps
 Gold Enterprise Mobility Management
 Gold Messaging
 Gold Project and Portfolio Management
 Gold Small and Midmarket Cloud Solutions
 Gold Windows and Devices
 Silver Enterprise Resource Planning
 Silver Security

Presidio is a certified Microsoft Gold Partner and Microsoft Green Supplier, and has attained 15 Gold competencies, two Silver Competencies, and two Advanced Specializations in the Microsoft Partner Network program. Presidio has attained the following competencies in the Microsoft Partner Network program:

- Gold Application Development
- Gold Application Integration
- Gold Cloud Platform
- Gold Cloud Productivity
- Gold Collaboration and Content
- Gold Communications
- Gold Data Analytics
- Gold Data Platform
- Gold Datacenter
- Gold DevOps
- Gold Messaging
- Gold Enterprise Mobility Management
- Gold Project and Portfolio Management
- Gold Small and Midmarket Cloud Solutions

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- Gold Windows and Devices
- Silver Enterprise Resource Planning
- Silver Security

Exhibit 13 details the Microsoft certifications Presidio currently holds.

Exhibit 13. Presidio’s Microsoft Certifications

Presidio Microsoft Certifications	
Microsoft Certified Professionals (e.g., MCSE, MCP, MCSA, MCA, MCITP, etc.)	100+



Presidio's Microsoft team has designed, developed, and deployed the full-range of Microsoft solutions to support our clients' digital and cloud transformation initiatives – from end-user productivity to full cloud-native workload re-factoring.



Modern Workplace

Advise on the optimal path to deploy Microsoft productivity and security offerings



Apps and Infrastructure

Deliver recommended solutions in the public, hybrid and private cloud datacenter



Lifecycle Management

Full lifecycle services, including adoption, managed services and license procurement



Data & Analytics

Modernizing Data management, processing, & visualization, converting into info for business insights

Microsoft Partner

- Gold Application Development
- Gold Application Integration
- Gold Cloud Platform
- Gold Cloud Productivity
- Gold Collaboration and Content
- Gold Communications
- Gold Data Analytics
- Gold Data Platform
- Gold Datacenter

Microsoft Partner

- Gold DevOps
- Gold Enterprise Mobility Management
- Gold Messaging
- Gold Project and Portfolio Management
- Gold Small and Midmarket Cloud Solutions
- Gold Windows and Devices
- Silver Enterprise Resource Planning
- Silver Security



QUICK FACTS

- 18 Million+ Microsoft 365 Entitlements
- \$100M+ of Azure Consumed Revenue
- 100+ Microsoft Certifications
- 100+ Microsoft Engineers
- AVD Advanced Specialization
- FastTrack Ready Partner
- AMP Partner
- Tier 1 Direct CSP Partner for M365, M365 GCC, Azure and AzureGov
- Teams Guardian Partner
- Other programs as released

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PRESIDIO’S NUTANIX PARTNERSHIP

Presidio is a Nutanix Master Partner. Presidio also holds the distinction as one of the top 4 US Nutanix partners and recognized as the Nutanix Outstanding Innovation Partner of the Year (2017). Exhibit 14 details the Nutanix certifications that Presidio engineers hold.



Exhibit 14. Presidio’s Nutanix Certifications

Presidio Nutanix Certifications	
Certification	Total
Nutanix Certified Sales Representative	22
Nutanix Certified Sales Expert	2
Nutanix Certified Systems Engineer	8

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Presidio Nutanix Certifications	
Nutanix Consulting Specialist	6
Nutanix Consulting Partner Installs	14

PRESIDIO'S PALO ALTO NETWORKS PARTNERSHIP

Presidio is a Diamond Innovator level partner in the Palo Alto Networks NextWave Partner Program and has been a partner since 2012. Throughout the years, Presidio has won multiple "Excellence in Partnership" awards at regional PartnerUp events. Presidio's most recent Palo Alto Network awards include:



- Palo Alto Networks Americas SASE Partner of the Year (2021)
- Palo Alto Networks America's Professional Services Partner of the Year (2019)
- Palo Alto Networks Americas Services Partner of the Year (2018)
- Palo Alto Networks Americas East Regional Partner of the Year (2018)
- Palo Alto Networks Americas Partner of the Year (2017)

Presidio holds more than 160 Palo Alto Networks technical certifications and over 80 Palo Alto Networks sales certifications. We also specialize in Palo Alto Network's Next-Generation Security Platform, traps (advanced endpoint protection), and public cloud security. Exhibit 15 details the Palo Alto Networks certifications Presidio currently holds.

Exhibit 15. Presidio Palo Alto Networks Certifications

Presidio Palo Alto Networks Certifications	
Certification	Total
PSE Foundation	44
PSE Platform - Associate	36
PSE Platform - Professional	9
Palo Alto Networks Certified Network Security Engineer (PCNSE)	12
Palo Alto Networks Certified Network Security Consultant (PCNSC)	2
Cyberforce Defender	3

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PRESIDIO’S POLY PARTNERSHIP



As a Gold Poly Partner, Presidio ranks among the Poly Partners recognized within the industry for their sales acumen and technical expertise. Our engineers have completed valuable training that enables us to resell an additional set of Poly products associated with the following certifications we have attained:

- Polycom Product Registration
- RealConnect for Office 365 Certification
- RealPresence Immersive
- Installed Voice Sales
- Video Endpoints
- Voice Endpoints
- US Federal/NATO 02/05/2021
- Microsoft Voice Endpoints
- RealPresence Clariti

PRESIDIO’S PURE STORAGE PARTNERSHIP

Presidio is a Pure Storage Elite Partner, which represents Pure Storage’s highest partner tier. Presidio has been an authorized reseller of Pure Storage data storage products since 2013. Presidio has been recognized consistently by Pure Storage for special achievements, including our most recent awards:



- 2020 Global Partner of the Year
- 2019 Global FlashStack Practice Partner of the Year
- 2019 Global Innovation Partner of the Year
- 2018 Global FlashStack Practice Partner of the Year

The FlashStack Practice Partner of the Year award is presented annually to the partner who delivers the most FlashStack deployments to new customers. We value and are proud of these accolades as they are important benchmarks of our success and our ability to deliver valuable Pure Storage solutions to our clients. Exhibit 16 details the Pure Storage certifications Presidio currently holds.

Exhibit 16. Presidio Pure Storage Certifications

Presidio Pure Storage Certifications	
Certification	Total
Associate Certified	18
FlashArray Architect Certified	3

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FlashArray Architect Expert	2
FlashArray Implementation Professional Certified	8

In addition, our Engineering VP, Office of the CTO, Data Center & Digital Workspaces, Raphael Meyerowitz, has served on Pure Storage's Technical Partner Advisory Board since its formation two years ago.

Presidio and Pure Storage share a common goal to change the way clients build technology. This is demonstrated in our simple designs that leverage Pure Storage products to solve complex storage problems. Together, Presidio and Pure Storage offer the following joint solutions to more than 250 clients:

- Data Center Modernization
- FlashStack Converged Infrastructure
- Data Analytics
- Hybrid Cloud Data Management
- Data-Centric Architecture

Presidio has two labs located in Orlando, FL and Woburn, MA equipped with Pure Storage solutions that we allow our customers to access.

PRESIDIO'S RUBRIK PARTNERSHIP



rubrik As an Elite Rubrik Velocity Partner, Presidio partners with Rubrik to ensure customer data is always protected, both on-premises and in the cloud. Rubrik's single software platform delivers backup, instant recovery, archival, search, compliance, and copy data management in one secure fabric across data centers and cloud. Exhibit 18 details the Rubrik certifications Presidio currently holds.

Exhibit 18. Presidio Rubrik Certifications

Presidio Rubrik Certifications	
Certification	Total
Rubrik Sales Professional (RSP)	23
Rubrik Technical Professional (RTP)	37

PRESIDIO'S VMWARE PARTNERSHIP



Presidio and VMware have developed a comprehensive partnership to provide robust and reliable solutions to our customers. Presidio combines its technology consulting framework with VMware's innovative platform to design and deploy agile, flexible, multi-cloud solutions that enable new digitized business models. We accomplished this by establishing a deep technical expertise across the entire VMware portfolio.

Our status as an authorized VMware Partner Connect Principal provides us with the products and technologies to deliver customer-proven solutions that accelerate IT by reducing complexity and enabling more flexible, agile service delivery. We enable enterprises to adopt a cloud model that addresses their unique business challenges.

We also demonstrate our leadership within the VMware partner community:

- Development of a custom solution to enable seamless migration from Lab Manager to vCloud Director.
- VMware Consulting and Integration Partner status.
- Presidio is also accredited across the VMware solutions portfolio: Infrastructure Virtualization, Desktop Virtualization, Management, Business Continuity, and Infrastructure-as-a-Service.

Presidio has been recognized consistently by VMware for special achievements and expertise, performance, and customer satisfaction. We value and are proud of these accolades as they are important benchmarks of our success and our ability to deliver valuable VMware solutions to our customers.

- Presidio achieves all Seven VMware Master Services Competencies (2021):
 - Cloud Native
 - VMware Cloud Foundation
 - Data Center Virtualization
 - Network Virtualization
 - Desktop and Mobility
 - VMC on AWS
 - Cloud Management and Automation
- CloudHealth North America Partner of the Year (2021)
- vSAN Partner Award – East (2017)
- VMware Global Partner Innovation Award - NSX (2016)
- VMware Regional Partner Innovation Award: Americas – NSX (2016)
- VMware US VSAN Partner of the Year (2016)

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- Global VMware Partner Innovation Award Software-Defined Data Center (SDDC) (2015)
- VMware Global Software-Defined Data Center (SDDC) Partner of the Year (2015)
- VMware Americas Software-Defined Data Center (SDDC) Partner of the Year (2014)
- VMware Global End User Computing Partner of the Year (2013)
- VMware Global Solution Provider of the Year (2012)
- VMware Global Desktop Competency Partner of the Year (2010)
- VMware US Solution Provider of the Year (2009)

Exhibit 19 details the VMware certifications Presidio currently holds.

Exhibit 19. Presidio VMware Certifications

Presidio VMware Certifications	
Certification	Total
VMware Sales Professional (VSP)	283
VMware Technical Sales Professional (VTSP)	122
VMware License Expert (VLE)	4
VMware Sales Professional – Cloud Provider (VSP-CP)	6
VMware Operations Professional – Cloud Provider (VOP-CP)	1
VMware Certified Professional – Cloud Management and Automation (VCP-CMA)	5
VMware Certified Professional – Data Center Virtualization (VCP-DCV)	103
VMware Certified Professional – Desktop Management (VCP-DTM)	12
VMware Certified Professional – Network Virtualization (VCP-NV)	22

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WARRANTY

All original equipment manufacturer (OEM) warranties, certifications, and guarantees are passed through directly to the customer. Presidio serves as a single point of contact between third-party OEMs and customers to enforce such passed through warranties, but does not provide additional warranties related to the hardware or software.

Professional Services performed by Presidio will be performed in a good and workmanlike manner, and will meet or exceed industry standards. Typically, Presidio does not offer extended service warranties due to the nature of the services we provide.

Our standard warranty language follows:

PRESIDIO WARRANTS ALL SERVICES WILL BE PROVIDED IN A PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. PRESIDIO SERVICES ARE WARRANTED FOR THIRTY (30) DAYS FROM THE DATE OF FINAL DELIVERY OF THE SERVICES, DURING WHICH PERIOD PRESIDIO SHALL PROMPTLY CORRECT ANY DEFECTIVE WORKMANSHIP AT NO ADDITIONAL COST TO CLIENT AS CLIENT'S SOLE AND EXCLUSIVE REMEDY. ALL PRODUCTS PROVIDED BY PRESIDIO ARE PROVIDED "AS IS", WITH ALL FAULTS. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PRESIDIO MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE. PRESIDIO DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. ANY AND ALL ORIGINAL EQUIPMENT MANUFACTURER (OEM) WARRANTIES, CERTIFICATIONS AND GUARANTEES ARE PASSED THROUGH TO CLIENT. PRESIDIO SERVES AS A SINGLE POINT OF CONTACT BETWEEN THIRD PARTY OEMS AND CLIENT TO ENFORCE SUCH PASSED THROUGH WARRANTIES, IF ANY. CLIENT AGREES THAT ANY SOFTWARE PRODUCTS PROVIDED TO CLIENT UNDER THIS AGREEMENT THAT ARE NEITHER DEVELOPED NOR DESIGNED BY PRESIDIO WILL CARRY THE WARRANTY PROVIDED BY THE MANUFACTURER, OR DEVELOPER, IF ANY, AND PRESIDIO MAKES NO INDEPENDENT WARRANTY WITH RESPECT TO SUCH SOFTWARE PRODUCTS.

PRESIDIO PROPOSED GOODS AND SERVICES

Presidio is a global digital services and solutions provider accelerating business transformation for clients by securely modernizing information technology assets through the delivery of our lifecycle services. Our deep domain expertise in technology solutions and advanced engineering capabilities deliver a differentiated approach to clients, which builds long-term relationships through our full lifecycle model. We provide a comprehensive set of technology services ranging from professional, managed, and support services, as well as strategy, consulting, implementation, and design. Our deep understanding of our clients' businesses and technology needs enables us to help our clients evolve by harnessing the latest technology advances, simplifying increasingly complex IT environments, and optimizing IT infrastructure. With approximately 1,600 engineers, we are able to architect and manage the ideal IT solutions for our clients. Through our network of original equipment manufacturers (OEMs), which include market leaders and emerging vendors, we bring our vendor-agnostic expertise to clients to provide integrated, multi-technology solutions. We are investing in the future of IT solutions continually to maintain our position at the forefront of technology trends to ensure our clients have access to best-of-class solutions.

Our mission is to enable our clients to capture economic value from the digital transformation of their businesses by developing, implementing, and managing world-class, cloud ready, secure, and agile IT infrastructure solutions. We deliver this technology expertise through a full lifecycle model of professional, managed, and support services including strategy, consulting, implementation, and design.

Key pillars to driving digital transformation for our clients include:

- **Transform to Digital (Get Cloud Right):** Executing on business strategy through the differentiated use of technology re-imagined by implementing the right workloads on the right clouds, at the right cost, providing the right level of service. Our solutions encompass:
 - Application Development
 - Cloud Migration
 - Data and Analytics
 - DevOps and Automation
- **Modernize the Foundation (Get Modern Faster):** Ensuring agile and scalable access to infrastructure orchestrated through software-defined policies connecting private, hybrid, and public cloud to the edge for a modernized, automated datacenter that provides rapid infrastructure, applications, data, and IT services on-demand. Our solutions encompass:
 - Data Center Optimization
 - Mobility
 - Network Modernization
 - Application Modernization
 - Presidio Envisioning Framework - a requirements-driven process that highlights people, infrastructure and processes to produce an actionable modernization blueprint.

- **Redefine the Work** (Get Your Workforce Transformed): Empowering employees to choose when, where, and how they want to work by securely delivering application and data access, optimized for hybrid collaboration. Our solutions encompass:
 - Transform Collaboration
 - Transform the Digital Workspace
 - Secure the Distributed Workforce
 - Process Automation
 - Contact Center
- **Secure Everything** (Get Serious About Cybersecurity): Aligning the right strategy with the best policy to ensure confidentiality, integrity, and availability of digital assets to defend at the new perimeter. Our solutions include:
 - Risk and Compliance
 - Digital Trust
 - Security Operations
 - Security Assessment
- **Lifecycle Services**: Securely delivered to help architect, execute, and maintain IT solutions via a flexible consumption model that financially works best for our clients. Our services encompass:
 - **Architect:**
 - Strategy and Consulting
 - Solutions Design
 - **Acquire:**
 - Global Procurement and Logistics Management
 - Payment and Consumption Solutions
 - **Adopt:**
 - Implementation Services
 - Adoption Services
 - Optimization Services
 - **Administer:**
 - Managed Services
 - Operational Support

Presidio has established top-tier partnerships with leading technology innovators and we hold the highest industry certifications. We maintain a portfolio of more than 500 OEM relationships, providing a comprehensive catalog of products, services, and solutions to our clients. Presidio is able to add OEMs to our portfolio as needed to meet our clients' current and future technology challenges.

Presidio operates nationally and globally with over 3,000 employees in offices strategically located throughout the U.S. and worldwide. We deliver services to clients outside the U.S. through our subsidiary Arkphire and an international partner network reaching more than 150 countries. Presidio is licensed to do business in all 50 States, with over 40 offices in the U.S.

Presidio is a financially secure and diversified company generating well over \$3B of revenue per year. We have an exceptionally strong balance sheet that has enabled us to sustain annual growth rates. For more information, please visit www.presidio.com.