



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: May 15, 2019

Department: Information Technology

Agenda Planning Date: May 8, 2019

Time required: 10 min

☐ Audio/Visual aids

Contact: Scott Emry

Phone: 503-584-7782

Department Head Signature:

TITLE

Consider approval of purchase order agreement with Presidio, LLC for purchase and installation of LogRhythm computer logging and monitoring system.

Issue, Description & Background

Consider approval of PO#872589 for the purchase and installation of LogRhythm computer logging and monitoring system. LogRhythm is a tool that centralizes information produced by computers and then provides real-time analysis of security alerts related to detecting intrusions and vulnerabilities. The need was identified through an independent security assessment sponsored by the Board of Commissioners and is required to meet the business requirements for safeguarding credit card transactions (PCI), health information (HIPAA), and criminal justice information (CJIS).

Financial Impacts:

This purchase order has a total value of \$124,922.56. Annual service and support costs of \$23,948.39 per year. The investment is authorized through the Capital Improvement Project 18-010, FY17/18 System Log Software project.

Impacts to Department & External Agencies

The impact is county wide as the enterprise system reduces risk and increases security posture of the county.

Options for Consideration:

- 1) Approved Presidio Purchase Order #872589 in the amount of \$124,922.56.
- 2) Deny approval of the Purchase Order #872589 in the amount of \$124,922.56.

Recommendation:

IT Department recommends approval of purchase order #872589.

List of attachments:

Purchase Order #872589, Product and License SOW, Professional Services SOW

Presenter:

Scott Emry, IT Director/CIO, Marc Blackstone, Information Security Officer

Copies of completed paperwork sent to the following: (Include names and e-mail addresses.)

Copies to:

Scott Emry, semry@co.marion.or.us
Marc Blackstone, mblackstone@co.marion.or.us
Cynthia Klein, cklein@co.marion.or.us



Contract Review Sheet

Contract #: **PO 872589**

Person Sending: **Cynthia Klein**

Department: **IT**

Contact Phone #: **503-588-5047**

Date Sent: **Tuesday, April 30, 2019**

☒ Contract ☐ Amendment# ☐ Lease ☐ IGA ☐ MOU ☐ Grant (attach approved grant award transmittal form)

Title: **Purchase and Installation of LogRhythm Computer Logging and Monitoring System**

Contractor's Name: **Presidio Networked Solutions Group LLC**

Term - Date From: **Execution**

Expires: **Completion**

Contract Total: **\$124,922.56**

Amendment Amount: _____

New Contract Total: **\$124,922.56**

Source Selection Method: Cooperative Procurement (attach number)

TIPS 180501

Additional Considerations (check all that apply)

☐ Board Order# _____

☐ Incoming Funds

☐ Independent Contractor (LECS) approval date: _____

☐ Insurance Waiver (attach)

☐ CIP# _____ (required for all goods /software greater than \$5,000)

☐ Feasibility Determination (attach approved form)

☐ Federal Funds (attach sub-recipient / contractor analysis)

☐ Reinstatement (attach written justification)

☐ Retroactive (attach written justification)

Description of Services or Grant Award:

Contractor to provide and install a computer monitoring and logging system. The system will provide real time analysis of security threats, intrusions and vulnerabilities.

Services are available through the Interlocal Purchasing System. Finance staff has reviewed the contract and RFP and confirmed that this contract is available for use by Marion County.

FOR FINANCE USE

Date Finance Received: _____

BOC Planning Date: _____

Date Legal Received: _____

Comments: _____

REQUIRED APPROVALS:

Finance - Contracts

Date

Risk Manager

Date

Legal Counsel

Date

Chief Administrative Officer

Date

Date _____

☐ To be filed

☐ Added to master list

☐ Returned to _____ Department for _____ signatures

The Interlocal Purchasing System

"Specializing in the Management of High Quality Cooperative Procurement Solutions
to Reduce Costs and Mitigate Risks!"



Vendor Profile

Print Date 30 April 2019

Presidio Networked Solutions Inc

www.presidio.com

EMAIL PO & VENDOR QUOTE TO: TIPSPO@TIPS-USA.COM >

PO MUST REFERENCE VENDOR'S TIPS CONTRACT NUMBER >

ATTACH PO AS A PDF - ONLY ONE PO (WITH QUOTE) PER ATTACHMENT

	<u>PAYMENT TO</u>	<u>TIPS CONTACT</u>
ADDRESS	8161 Maple Lawn Blvd.,	NAME Meredith Barton
CITY	Fulton	PHONE (866) 839-8477
STATE	MD	FAX (866) 839-8472
ZIP	20759	EMAIL tips@tips-usa.com

HUB No

DISADVANTAGED/MINORITY/WOMAN BUSINESS ENTERPRISE No

Presidio is one of the largest technology solutions provider in the U.S. We combine experience, scale, and stability with regional expertise and service, so you can rest assured we'll be everywhere you need us to support your global business technology needs. We are

SERVING STATES

AL | AK | AZ | AR | CA | CO | CT | DE | DC | FL | GA | HI | ID | IL | IN | IA | KS | KY | LA | ME |
MD | MA | MI | MN | MS | MO | MT | NE | NV | NH | NJ | NM | NY | NC | ND | OH | OK | OR |
PA | RI | SC | SD | TN | TX | UT | VT | VA | WA | WI | WY

AWARDED CONTRACTS CFV (Call For Verification)

Contract	Comodity	Exp Date	EDGAR
18050101	Networking Equipment, Software and Services (2 Part)	07/31/2021	Yes

CONTACTS BY CONTRACTS

Contract

1071615

Todd Smithson	Account Manager	(501) 218-8298	tsmithson@presidio.com
Jessica Zamora	Business Operations Analyst	(469) 549-9881	jzamora@presidio.com

Contract

18050101

Jackie Arnett	Director Contracts	(812) 342-6188	jarnett@presidio.com
Jessica Zamora	Business Operations Analyst	(469) 549-9881	jzamora@presidio.com



MARION COUNTY FINANCE DEPARTMENT

PO Box 14500
555 Court St NE #4247
Salem, OR 97309-5036

PRESIDIO NETWORKED SOLUTIONS GROUP LLC
PO BOX 677638
DALLAS, TX 75267-7638 United States

Purchase Order		
Purchase Order No	Revision	Page
872589	0	1
Ship To: MARION COUNTY INFORMATION TECHNOLOGY 555 Court St Ne Ste 4130 Salem, OR 97301 United States		
Bill To: MARION COUNTY INFORMATION TECHNOLOGY P O Box 14500 Salem, OR 97309-5036 United States		

Customer Acct No	Supplier No 582450	Order Date / Buyer 26-APR-19 C Klein	Revised Date / Buyer C Klein
Payment Terms Immediate	Ship Via Best method	F.O.B Destination	
Freight Terms Prepaid	Request Or Deliver To	Confirm To / Telephone ()	

Line #	Description	Delivery Date	Quantity	Unit	Unit Price	Total
1	LOGRHYTHM XM6550 ENTERPRISE LICENSE, INSTALLATION, AND FIRST YEAR SUPPORT (PRESIDIO QUOTE #2003218809208-04) THIS PURCHASE IS PLACED AGAINST THE INTERLOCAL PURCHASING SYSTEM (TIPS) NETWORKING EQUIPMENT, SOFTWARE, AND SERVICES CONTRACT #180501. THE CONTRACT TERMS AND CONDITIONS AND SPECIAL CONTRACT TERMS AND CONDITIONS (T'S & C'S) CONTAINED IN THE PRICE AGREEMENT ARE HEREBY INCORPORATED BY REFERENCE AND SHALL APPLY TO THIS PURCHASE AND SHALL TAKE PRECEDENCE OVER ALL OTHER CONFLICTING T'S & C'S, EXPRESS OR IMPLIED. DEPARTMENT CONTACT NAME: CYNTHIA KLEIN PHONE NUMBER: 503-584-7796 CIP 18-010 SYSTEM LOG SOFTWARE BLACKSTONE			US Dollar		\$124,922.56
Total						\$124,922.56

INSTRUCTIONS TO VENDOR

1. Please direct any questions concerning this purchase order to invoiced department.
2. Purchase Order Number must appear on all invoices, packages and shipping documents relating to this order.
3. Separate invoices must be submitted for each Purchase Order.
4. Do not overship or substitute.
5. If you cannot supply the items requested, please notify issuing authority at once.

Note : Please notify department contact (above) for all inquiries regarding this Purchase Order

Authorized By:

Camber Schlegel
MARION COUNTY PURCHASING
NOT VALID Unless Signed By Purchasing

MARION COUNTY TERMS AND CONDITIONS

1. INSPECTIONS: County may inspect and test the Goods and related Services (collectively, Goods). County may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, County may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit County's rights, including its rights under the Uniform Commercial Code, ORS chapter 72 (UCC).

2. DELIVERY: Deliveries will be F.O.B destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.

3. PAYMENT: County shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the invoice is received, whichever is later

4. COUNTY PAYMENT OF CONTRACTOR CLAIMS: If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, the County may pay such claim and charge that payment against any payment due to the Contractor under this PO. The County's payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.

5. WARRANTIES: Contractor agrees to perform its services with that highest standard of care, skill and diligence normally provided by a professional individual in the performance of similar services. Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer. Delivered Goods will comply with specifications and be free from defects in labor, material and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to the County.

6. TERMINATION OF PO: The PO may be terminated under the following conditions: a. By written mutual agreement of both parties. Termination under this provision may be immediate. b. Upon fifteen (15) calendar days written notice by either Party to the other of intent to terminate. c. The County may terminate all or part of this PO for the following reasons: (1) If the consultant fails to provide services, or fails to meet the performance standards as specified in this PO (or subsequent modifications of this PO), within the time specified herein or any extension thereof. Termination under this provision may be immediate; (2) If the consultant fails to start services on the date specified by Marion County in this PO or subsequent modifications to this contract. Termination under this provision may be immediate. (3) Failure of the consultant or Marion County to comply with the provisions of this PO and all applicable federal, state, and local laws and rules may be cause for termination of this contract. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination. If this PO is terminated by either party, for reasons other than breach of contract, the County agrees to pay to the consultant all costs and expenses associated with services satisfactorily provided to the effective date of termination.

7. INDEMNIFICATION. The Contractor shall save harmless, indemnify, and defend the County for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Contractor's performance of or failure to perform the obligations of this PO to the extent same are caused by the negligence or misconduct of Contractor or its employees or agents.

8. GOVERNING LAW, VENUE: This PO shall be governed by the laws of the State of Oregon. Any action commenced in connection with this PO shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing

is without limitation to or waiver of any other rights or remedies of the County according to law.

9. FORCE MAJEURE: Neither party is responsible for delay or default caused by an event beyond its reasonable control. County may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of the PO may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

11. MAINTENANCE, RETENTION, AND CONFIDENTIALITY OF RECORD. The Contractor agrees to establish and maintain records and statistics as follows: Financial records, which indicate the number of hours of service provided under this contract and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved. To the extent applicable, client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2.

12. COMPLIANCE WITH APPLICABLE LAWS: The Contractor shall comply with all applicable Federal, State and local laws, rules and regulations. All provisions of ORS 279B (Public Contracts and Purchasing) are incorporated herein to the extent applicable to POs.

13. WORKERS' COMPENSATION: Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.

14. SAFETY AND HEALTH REQUIREMENTS: Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.

15. MATERIAL SAFETY DATA SHEET: Contractor shall provide County with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437- 002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.

16. AMENDMENTS: All amendments to this PO must be in writing, signed by County.

17. SEVERABILITY: If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.

18. WAIVER: Failure of either party to enforce any provision of this PO is not a waiver or relinquishment of that party's rights to such performance in the future or to enforce any other provisions.

19. TAX CERTIFICATION: Contractor hereby certifies under penalty of perjury: (a) the number shown on this form is the correct Federal Employer Identification Number; (b) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (c) it is not in violation of any Oregon tax laws.

STANDARD PURCHASE ORDER 872589
MARION COUNTY and PRESIDIO NETWORKED SOLUTIONS GROUP LLC
SIGNATURE PAGE

**MARION COUNTY
BOARD OF COMMISSIONERS**

Chair

Commissioner

Commissioner

Date

APPROVED AS TO FORM:

James E. Vetter 3/7/19
Marion County Legal Counsel Date

Cambria Schlegel May 6, 2019
Marion County Contracts & Procurement Date

*IT Director Approval on Attached Requisition

IT - PURCHASE ORDER REQUEST POR #11039

Requesting Employee: Cynthia Klein Date 04/25/19
Purchase Order Type: Standard PO (1 time goods/materials purchase or contractual service)

Blanket PO (open PO for specified total, no encumbrance until invoice released)

Amend # _____

Vendor: Presidio CMS LT-2848-19
Price Agreement: TIPS Services Contract No 180501
CMS: _____

DESCRIPTION	Quantity	Each	Total
LogRhythm XM6550, Enterprise License, Installation, and First Year Support			124,922.56
			<u>124,922.56</u>

Distribution / Billing Information

CIP	ACTUAL	DIPS	PROJECT	TASK	ACCOUNT
#18-010 System Log Software	\$124,922.56	480 80 81 804 8042	080234		531700

**** A purchase order is required prior to any commitment of county funds**

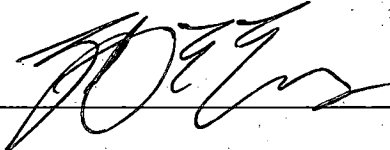
Purchasing Guidelines:

\$ 0 - \$10,000	No quotes required
10,001 - 20,000	Three (3) verbal quotes required
20,001 - 99,999	Three (3) written quotes required
\$100,000 +	Formal competitive process (RFP/bid)

Note: Any commitment over \$100,000 requires pre-approval by County Administrator before purchase can be made or service can begin. A completed review form should be sent to Administration who will to coordinate securing approval. Upon receipt, the review form will be returned to the division for completion of purchase order request form and quotes as applicable.

Attachments:

- ☐ Quotes (or RFP/Bid)
- ☐ County Administrator review form
- ☐ Contract

Department Head Approval: 

PRESIDIOTM

QUOTE: 2003218809208-04

DATE: 04/24/2019

PAGE: 1 of 1

TO: Marion County Information Technology
Marc Blackstone
555 Court Street NE
Salem, OR 97309

mblackstone@co.marion.or.us
(p) 503-576-7176

FROM: Presidio Networked Solutions Group, LLC
Jason Johnson
6000 Meadows Road
Suite 400
Lake Oswego, OR 97035

jasonjohnson@presidio.com
(p) 503.594.0362

Customer#: MARIO007

Contract Vehicle: TIPS Networking Equip, Software & Services 180501

Account Manager: Jason Johnson

Inside Sales Rep: Patrick Walker

Title: LogRhythm XM6550

#	Part #	Description	Unit Price	Qty	Ext Price
1	LR-XM6550	LogRhythm XM6550 Appliance, Includes 5000 MPS Log License, 5000 MPS AIE License, Windows Server 2016 Standard, SQL Server 2016 Standard with 5 CALs.	\$70,627.57	1.00	\$70,627.57
2	LR-iDRAC-ENT-G5	iDRAC Enterprise License for Gen5 Appliances	\$316.72	1.00	\$316.72
3	LR-SML	System Monitor Lite Agent, Perpetual License	\$70.38	26.00	\$1,829.88
4	LR-SV-PPS-1 DAY	Prepaid Professional Services 1 Day	\$2,500.00	6.00	\$15,000.00
5	LR-TS-Training-Token	LogRhythm University Training Prepaid Token	\$90.00	40.00	\$3,600.00
6	LR-SV-MNS-STD	1 Year of Standard Support Services	\$23,948.39	1 for 12 mo(s)	\$23,948.39
7	LR-SV-PPS-1 DAY-T&E	PrePaid Professional Services 1 Day with T&E	\$3,200.00	3.00	\$9,600.00

Sub Total:		\$124,922.56
Grand Total:		\$124,922.56

The quote is governed by TIPS Contract Number 180501
Standard-Terms-for-Purchase-of-Services-or-Goods
Quote valid for 30 days from date shown above.
Prices may NOT include all applicable taxes and shipping charges
All prices subject to change without notice. Supply subject to availability

Pursuant to this contract your PO must reflect the following TIPS Contract Number 180501

IT_Purchase_Orders - Re: IT Purchase Request Authorization - POR# 11039

From: Scott Emry
To: IT_Purchase_Orders
Date: 4/24/2019 9:41 AM
Subject: Re: IT Purchase Request Authorization - POR# 11039

Approved

Scott Emry | Director/CIO
 Marion County – Information Technology Department
 ✉ semry@co.marion.or.us
 ☎ 503.584.7782 (office) | ☎ 503.507.3409 (mobile)

This email may be exempt from disclosure, 2015 ORS 192.501.15

>>> <IT_Purchase_Orders@co.marion.or.us> 4/24/2019 9:31 AM >>>

Marion County Information Technology Purchase Request

Purchase Request #: 11039
 Username: mblackstone
 Requesting Employee: mblackstone
 Department: Information Technology
 Submit for Authorization To: semry
 Authorizing Supervisor: semry

Type of POR: New Purchase

DIPS: 480.80.81.804.8042.531700.080234
 Public Works Task:
 Campus for Delivery: IT Courthouse Square
 Tech Support Purchase: No

----- ITEM 1 -----

Description: System Log Software
 Purpose: Collects logs from systems to detect threats.
 Quantity: 1
 Unit Cost: \$100,974.17
 Cost: \$100,974.17

----- ITEM 2 -----

Description: Hardware and Software Support
 Purpose: Hardware support and software updates as new threats emerge.
 Quantity: 1
 Unit Cost: \$23,948.39
 Cost: \$23,948.39

Total Cost: \$124,922.56
When Needed: 2 Weeks
Preferred Vendor: Presidio
Vendor Product/Cat #:
Vendor Quote: 2003218809208-04
Attachments Uploaded?: Yes

Support Ticket Number:

Notes/Comments:

This email was automatically generated by the MCITPOR System.

Marion County Statement of Work

Date: Apr 23, 2019

Marion County Statement of Work

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Marion County Statement of Work

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Marion County Statement of Work

THIS STATEMENT OF WORK ("SOW") is hereby entered into as of, April 23, 2019 ("SOW Effective Date") between LogRhythm Inc. ("LogRhythm") and Marion County ("Customer"). This Statement of Work ("SOW") is governed by the LogRhythm Terms and Conditions at the following location: <https://logrhythm.com/about/logrhythm-terms-and-conditions/>. Except that if Customer has a signed master services agreement with LogRhythm, this SOW will be governed by the signed master services agreement (the governing terms are hereafter referred to as the "Agreement"). This SOW includes the Appendices attached hereto.

Table 1: Purchased Hardware, Licenses, & Services

SKU	Product Description	Quantity
LR-SV-PPS-1 DAY	Prepaid One day of Professional Services. T&E not included.	3

* Prepaid Professional Services days are valid for a period of one year from the purchase date. Per the End User License Agreement, LogRhythm reserves the right to expire any remaining days, not used within the one-year timeframe and said days will be unavailable for use beyond the one-year timeframe.

Marion County Statement of Work

1 Effort Estimate of Services

LogRhythm will provide the Services set forth in Quote <QUOTE #> or the quote provided by LogRhythm's partner ("Quote") and as defined in section 2 of this document, Description of Services. The Quote and the table below specify the estimated number of consulting days of Services which will be provided under this SOW. For purposes of this SOW, if time is specified in days, one (1) consulting day is eight (8) hours, inclusive of one (1) hour to cover breaks.

Table 2: Estimated Effort

Task	Days
Agent & Log Source On-boarding	0
Custom Log Source Parsing	2
LR Adoption Services	0.5
Ad Hoc Consulting Time	0
Project Management	0.5
Total Estimated Effort	3
Estimated Number of Trips	1

1.1 Effort Estimate Assumptions

The list of assumptions below was used to develop this Scope of Work and the effort estimate. If any of the assumptions change or are incorrect, additional charges may apply.

Table 3: Effort Estimation Assumptions

Information	Value
Global Assumptions	
Remote or On-site Deployment	On Site
# of Trips	1
Security Clearance Required	No
Multi-tenant Hosted Environment?	No
FIPS Required	No
Was there a POC?	No
Copy EMDB?	No
Is the POC configuration documented?	No
Are the required use cases defined and documented?	No
Is this a SatG?	No

Marion County Statement of Work

Solution Overview and Sizing	
Sustained Messages Per Second Volume (K)	0
Peak Messages Per Second Volume (K)	0
Data Indexer Indexing Profile	Performance Optimized
Data Indexer Time-to-Live (days)	10
Average Log Size (bytes)	400
SIEM	
Agent On-boarding	
Single Agent on-boarding?	No
% of Single Agents On-boarding to Assist with	0%
# of Windows Agents	0
# of Linux Agents	0
Log Source On-Boarding	
Standard Log Source on-boarding?	No
% of Standard Log Source on-boarding to Assist with	0%
Simple Type (Syslog, Windows). Quantity	0
Mid Type (Flat File, Trap, Flow). Quantity:	0
Complex Type (UDLA, API, SDEE, OPSEC). Quantity:	0
Custom Log Source on-boarding?	Yes
% of Custom Log Source on-boarding to Assist with	0%
Simple (Syslog, Windows). Quantity:	0
Mid Type (Flat File, Trap, Flow). Quantity:	0
Complex (UDLA, Multi-Line, IPS). Quantity:	0
Custom Parsing / MPE Rules. (# of Log Source Types)	2
LR Adoption Services	
Customized Assistance Getting Started Using LR (hrs)	8
Miscellaneous	
Ad Hoc Consulting Hrs	0
Project Management	
Project Management (%)	15%
Uncertainty/Buffer (%)	0%

Marion County Statement of Work

2 Description of Services

LogRhythm will provide consulting and technical expertise to deliver the work defined in this SOW. Unless otherwise specified, all Services will be performed remotely.

2.1 Project Management

LogRhythm will perform the following project management tasks. Depending on the size and scope of the project, these tasks may be performed by a Project Manager, Project Coordinator or the lead Technical consultant.

2.1.1 Activities Performed

1. Be the overall focal point for the project.
2. Work with Customer's project manager or single point of contact to review the project scope, define success criteria, create the project schedule, and review the implementation process including Customer tasks and deliverables.
3. Hold a kick-off meeting via conference call that will include the following activities:
 - a. Review the purchased scope of work
 - b. Explain the project approach
 - c. Confirm Customer's overall objectives of the project
 - d. Review the required Customer participation, tasks, and deliverables
 - e. Discuss the preliminary deployment schedule
4. Hold periodic progress meetings and provide written status reports, including a summary of hours billed to the project.

2.1.2 Customer Responsibilities

1. Assign a person (e.g. project manager) to coordinate with LogRhythm on all aspects of the project planning and deployment.
2. Organize and assemble the appropriate Customer resources to assist LogRhythm throughout the project.

Marion County Statement of Work

2.2 Custom Log Source On-boarding Assistance

LogRhythm will assist with the on-boarding of custom log sources as defined in the LogRhythm Architecture Design Document in Appendix B. A minimum of one log source per custom log source type will be on-boarded.

2.2.1 Activates Performed

1. Tuning and Configuration of the system to import logs from SolarWinds and Cisco ISE.
2. Assistance with adding custom logs into the system. For example, Marion county has a badge access that writes to a database (SQL or Text), so assistance with brining something like that in.
3. Additional Tuning and Configuration of system following the standard CORE and TMF deployment.
4. Provide informal knowledge transfer and support to Customer resources so they can complete the remainder of the log source on-boarding.

2.2.2 Customer Responsibilities

1. Perform the configuration required to send log data to the LogRhythm collection layer.
2. Perform tasks to on-board all remaining log sources after LogRhythm has demonstrated the process for on-boarding one log source of each type.

2.2.3 Deliverables

1. One log source of each log type as defined above.

Marion County Statement of Work

2.3 Custom Log Source Parsing

The LogRhythm Professional Services Consultant will create custom parsing rules based on LogRhythm best practices.

As the amount of time to create custom parsing rules can vary based on the log source, the maximum number of days the Professional Services Consultant will spend on this activity is defined in Section 1.1.

2.3.1 Activities Performed

1. A discovery meeting will be held with Customer for all custom log sources prior to the creation of any parsing rules. This discovery meeting will require the Application Owners to demonstrate the logging options and logging format so that the LogRhythm Professional Services Consultant can determine whether the log data is collectable and of sufficient quality to be brought into the LogRhythm platform. Any custom log sources found not to be feasible for ingestion will be raised to the Customer with the reasons given in writing (email).
1. Log Processing Policies for each Log Source Type will be completed and comprise of a maximum of five (5) Base Rules and up to fifty (50) Sub-Rules per Log Source Type listed.

2.3.2 Assumptions and Customer Responsibilities

1. Custom log sources output log data via syslog or to a flat file.
2. Custom log sources output log data in ASCII format and contain a valid date/time field.
3. Custom log sources contain log data fields that are consistently delimited via a comma, single whitespace or pipe.
4. For database based log sources, the table the data is contained within contains a valid date/time field and a unique ID field.
5. For database based log sources, the database is accessible via ODBC or OLEDB.
6. For database based log sources a performance impact on the hosting server is expected. It will be the responsibility of Customer to monitor the performance impact and assess whether it is acceptable.
7. For commercial products, Customer will provide LogRhythm documentation on logging formats and field values.
8. Customer will permit LogRhythm to export log samples of the custom log sources in .LLX format, from the LogRhythm platform in order to allow LogRhythm to perform remote parsing rule creation.

2.3.3 Deliverables

1. A minimum of one log source of each custom log source on-boarded.

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2.4 LR Adoption Services

Adoption Services are customized based on the specific Customer environment, processes, security maturity, among other things. The time allocated in Table 3 can be used for the following:

2.4.1 Activities Performed

1. Custom Knowledge Transfer.
2. Custom Run Books.
3. Sit "side by side" Analysts to explain why alarms are firing and what to do with them.
4. Other tasks as directed by the Customer.

2.4.2 Customer Responsibilities

1. Participate in the definition of the tasks to be completed.
2. Participate in the execution of the tasks.

2.4.3 Deliverables

1. To be defined and agreed upon between the Customer and Log Rhythm.

2.5 Ad Hoc Consulting Time

This is a "bucket" of hours as specified in Section 1.1 that can be used at the discretion of Customer. A LogRhythm consultant will perform these activities as directed by Customer as long as there are unused Ad Hoc hours that have been purchased.

2.5.1 Activities Performed

1. Activities to be defined by Customer.

2.5.2 Customer Responsibilities

1. Define tasks to be performed.

2.5.3 Deliverables

1. Completion of the Customer defined task(s).

3 General Assumptions

The Scope of Work and effort estimates defined in this document are based on the following assumptions: If any of the assumptions change or prove to be false, additional fees may apply.

Customer will provide reasonable cooperation to LogRhythm in its performance of the services outlined in this Statement of Work.

- Any work that is not specifically set forth in this SOW is out of scope and would require an additional SOW or change request to the existing SOW. The addition of Services via an additional SOW or change request may incur additional fees.
- Unless otherwise specified, the Services outlined in this SOW will be performed remotely by LogRhythm. For these Services, Customer will provide LogRhythm remote access to the Customer LogRhythm platform and Customer

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network for the duration of the project. LogRhythm employees will comply with all Customer network security standards.

- Customer will provide a single point of contact for the duration of the project.
- Depending on the task, participation from the following Customer roles may be required:
 - SIEM Administrator
 - SOC Analyst/Manager
 - Security Manager
 - Log Source Owners
 - Compliance Representative
- LogRhythm will be reliant on Customer's staff to complete identified tasks and provide information in a timely manner. Any delay in Customer's ability to complete these tasks and/or provide any requested information may affect the completion of the overall project tasks and deliverables.
- In scope firewall and network obstruction points are known.
- LogRhythm will consider all Customer information and documentation as sensitive and confidential and will handle appropriately.
- Deliverables will be reviewed by Customer and returned with comments within 10 business days of delivery. Acceptance of the deliverable will be assumed if no comments are received from Customer during that time.
- If Customer is deploying to a virtual environment, all prerequisites and specifications outline in the LogRhythm Software Install guide will be met before the start of any deployment work.
- The deployment Consultant will not be responsible for the configuration of any application other than the LogRhythm SIEM or Network Monitor solutions during the deployment.
- Customer will provide a member of their support team to assist the deployment Consultant when required.
- Any network environment issues which arise outside of the deployment activities are the responsibility of Customer. Any issues which impact the deployment timelines must be resolved by Customer within agreed timeframes so as to limit the impact on the deployment.

4 Scheduling Authority for Professional Services

The Services will be coordinated with Customer's Project Lead. Customer may appoint in writing (email) additional representatives to act on Customer's behalf.

4.1 Work Scheduling

Services will generally be performed during normal business hours, Monday – Friday 8 AM – 5 PM, Customer local time, excluding LogRhythm corporate holidays. If onsite Services are requested, the duration may not be less than three days.

4.2 Professional Services Cancellation Policy

- **Customer On-Site Services:** all requests for cancellations of scheduled Services that are to be delivered on a Customer's site must be received at least one (1) business week in advance of the time the Services are scheduled to begin. If a cancellation is made less than one (1) business week prior to the start of the scheduled session, LogRhythm will make reasonable attempts to fill the allotted consultant time with other customer engagements. If LogRhythm does not fill the allotted time, then the Customer's Services hours will be decremented in the amount of one working day (8 hours) and Customer will reimburse LogRhythm for any actual non-cancellable travel and accommodation expenses.
- **Remote Services:** all requests for cancellations of scheduled Services that are to be delivered remotely must be received at least 2 business days in advance of the time the service is scheduled to begin. If the cancellation is made fewer than 2 business days prior to the start of the scheduled session, LogRhythm will make reasonable attempts to fill the allotted consultant time with other customer engagements. If LogRhythm does not fill the

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allotted time, then Customer's Services hours will be decremented in the amount of the pre-scheduled Services hours, up to a maximum of 8 hours.

- To cancel a session, Customer will contact the LogRhythm Project Coordinator team.
 - US email: projectmgmt@logrhythm.com
 - Europe and Asia email: projectmgmt.emea@logrhythm.com

5 Change Request Process

Either party may request changes to this SOW. Any changes to this SOW will be documented by LogRhythm on a Change Request form, which will include a description of the change and its impact on the project, including any impact on costs / charges and schedule. All parties will evaluate the change for approval. Any such changes will not be effective until a Change Request form reflecting the changes has been created, agreed upon and signed by the parties.

The execution of the Change Request Form by both parties will cause the Change Request Form to become part of and incorporated into this SOW. Commencement of the performance of the requested change is conditioned upon the mutual execution of the Change Request, and LogRhythm's receipt of an additional P.O. authorization to cover the agreed upon price for each requested change.

6 Fees and Expenses

Unless tasks are otherwise specified as "Fixed Fee" in Table 1, Purchased Professional Services, all Services are performed as Time and Materials and sold as "Professional Services Days". Professional Service Days are valid for a period of one year from the purchase date. Per the End User License Agreement, LogRhythm reserves the right to expire any remaining days not used within the one-year timeframe at which point the expired days will be unavailable for use beyond the one-year timeframe.

6.1 Payment Terms

All Services fees are invoiced in accordance with the Quote and are payable according to the Agreement.

OR

The fees for Services set forth in this SOW are as quoted between Customer and Reseller/Distributor.

6.2 Travel Expenses

If travel to a Customer location is required, all actual travel expenses will be invoiced back to Customer. Unless otherwise agreed to, all travel arrangements will be made in accordance with the LogRhythm travel policy and an itemized list of expenses will be provided after the expenses have been incurred. Travel expenses for a typical four-day trip are estimated at \$2,500 USD, however, actual costs may vary based on location, duration, and timing of the trip.

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7 Acceptance

The completion of this Scope of Work will be deemed accepted when:

- LogRhythm provides documentation stating all deliverables specified in this SOW are complete
- Customer agrees in writing that all deliverables specified in this SOW have been complete OR LogRhythm receives no written notice of rejection within ten (10) business days of submitting written confirmation of SOW completion.

8 Customer Signature Block

LogRhythm, Inc.

Marion County

Signature

Date

Signature

Date

Name

Name

Title

Title

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9 Appendix A: Change Request Form



Change Request Number: [#####]

Change Submittal Date: [##-##-##]

Requestor _____

Request Originator [LogRhythm / Customer] _____

Cost/Price Impact: _____

Schedule Impact: _____

Terms Impact: ☐ No ☐ Yes (Describe terms change in description below)

Description of SOW Change

(Attach additional pages as necessary)

Change Request Approval

Approval of this Change Request, as written, is affirmed by the signatures of the duly authorized representatives of the parties below:

LogRhythm, Inc

Marion County

Signature _____ Date _____

Signature _____ Date _____

Name _____

Name _____

Title _____

Title _____

For LR Internal use only: P.O. Required? ☐ No ☐ Yes

P.O. Received? ☐ No ☐ Yes

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10 Appendix B: Abbreviations

Table 4: Abbreviations

Abbreviation	Description
AD	Active Directory
AES	Advanced Encryption Standard
AHC	Automatic Host Contextualisation
AIE	Advance Intelligence Engine
AIEDP	Advance Intelligence Engine Data Provider
AIEDR	Advance Intelligence Engine Data Receiver
APT	Advance Persistent Threat
ARM	Alarm and Response Manager
CAL	Client Access License
CC	Common Criteria
CN	Common Name
DC	Data Collector
DLD	Data Loss Defender
DN	Data Node
DNS	Domain Name System
DP	Data Processor
DR	Disaster Recovery
DX	Data Indexer
EAL	Evaluation Assurance Level
EDF	Environmental Dependence Factor
EMDB	Platform Manager Database
FIM	File Integrity Monitor
FIPS	Federal Information Processing Standards
FPP	False Positive Probability
GLPR	Global Log Processing Rule
HA	High Availability
HIDS	Host Intrusion Detection System
HW	Hardware
IDS	Intrusion Detection System
IPS	Intrusion Prevention System
IPSEC	Internet Protocol Security
KB	Knowledge Base
LDS	Log Distribution Services
LR	LogRhythm
MCF	Milestone Completion Form
MIB	Management Information Base
MPS	Messages Per Second
MTTD	Mean-Time-to-Detect
MTTR	Mean-Time-to-Respond
NAC	Network Access Control
NAT	Network Address Translation
NIC	Network Interface Controller
NOC	Network Operations Centre
OAT	Operational Acceptance Testing
OCSP	Online Certificate Status Protocol
OS	Operating System
PDU	Power Distribution Unit
PII	Personally Identifiable Information
PKE	Public Key Enabled
PKI	Public Key Infrastructure
PM	Platform Manager
PSU	Power Supply Unit

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PS	Professional Services
RADB	Restore Archive Database
RAID	Redundant Array of Independent Disks
RBP	Risk Based Priority
RR	Risk Rating
SDDL	Security Descriptor Definition Language
SDEE	Security Device Event Exchange
SIMM	Security Intelligence Maturity Model
SIEM	Security Information & Event Management
SIP	Security Intelligence Platform
SMA	System Monitor Agent
SMTP	Simple Mail Transfer Protocol
SNMP	Simple Network Management Protocol
SA	Storage Array
SOC	Security Operations Centre
SOW	Statement Of Works
SSL	Secure Sockets Layer
SW	Software
STIG	Security Technical Implementation Guides
TCP	Transmission Control Protocol
TFC	Trace File Converter
TLM	Threat Lifecycle Management
TMF	Threat Management Foundations
TLS	Transport Layer Security
TMF	Threat Management Foundations
TTL	Time-to-Live
UAM	User Activity Monitor
UAT	User Acceptance Testing
UDP	User Datagram Protocol
UDLA	Universal Database Log Adapter
UEBA	User and Entity Behaviour Analytics
UTC	Coordinate Universal Time
VMID	Vendor Message ID
XM	LogRhythm Server which includes a Platform Manager (PM) and Data Processor (DP)

TIPS VENDOR AGREEMENT

Between Presidio Networked Solutions LLC **and**
(Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS)

For

RFP 180501 Networking Equipment, Software and Services- Part 1

General Information

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

The vendor Agreement shall include and incorporate by reference this Agreement, the terms and conditions, special terms and conditions, any agreed upon amendments, as well as all of the sections of the solicitation as posted, including any addenda and the awarded vendor's proposal. Once signed, if an awarded vendor's proposal varies or is unclear in any way from the TIPS Agreement, TIPS, at its sole discretion, will decide which provision will prevail. Other documents to be included are the awarded vendor's proposals, task orders, purchase orders and any adjustments which have been issued. If deviations are submitted to TIPS by the proposing vendor as provided by and within the solicitation process, this Agreement may be amended to incorporate any agreed deviations.

The following pages will constitute the Agreement between the successful vendors(s) and TIPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS, they will be incorporated into the final Agreement.

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

Terms and Conditions

Freight

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

Warranty Conditions

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

Customer Support

The Vendor shall provide timely and accurate customer support to TIPS Members. Vendors shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training regarding products and services supplied by the Vendor unless otherwise clearly stated in writing at the time of purchase. (Unless training is a line item sold or packaged and must be purchased with product.)

Agreements

All Agreements and agreements between Vendors and TIPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Agreements for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

Tax exempt status

A taxable item sold, leased, rented to, stored, used, or consumed by any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309. Most TIPS Members are tax exempt and the related laws of the jurisdiction of the TIPS Member shall apply.

Assignments of Agreements

No assignment of Agreement may be made without the prior written approval of TIPS. Payment can only be made to the awarded Vendor or vendor assigned company.

Disclosures

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

Renewal of Agreements

The Agreement with TIPS is for three (3) years with an option for renewal for an additional one (1) consecutive year. Total term of Agreement can be up to the number of years provided in the solicitation, if sales are reported through the Agreement and both parties agree. The scheduled Agreement termination date shall be the last date of the month of the last month of the agreement's legal effect. **Example:** *If the agreement is scheduled for to end on May 23, the anniversary date of the award, it would actually be extended to May 31 in the last month of the last year the contract is active.*

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

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

Shipments

The Vendor shall ship ordered products within a commercially reasonable time after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

Invoices

The awarded vendor shall submit invoices or payment requests to the TIPS Member participating entity clearly stating "Per TIPS Agreement # xxxxxxxx. 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. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS and the TIPS Member.

Payments

The TIPS Member will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice or in compliance with applicable statute, whichever is the lessor time or as otherwise provided by an agreement of the parties.

Pricing

The Vendor agrees to provide pricing to TIPS and its participating governmental entities that is at least equal to the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the Agreement.

Price increases will be honored according to the terms of the solicitation. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS of an increase.

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 customer. Failure to render the participation fee to TIPS shall constitute a breach of this agreement and shall be grounds for termination of this agreement and any other agreement held with TIPS.

Participation Fees

The Participation Fee that was published as part of the Solicitation and the fee published is the legally effective fee, along with any Fee conditions stated in the RFP. Vendor or vendor assigned dealer Agreements to pay the participation fee for all Agreement sales to TIPS on a monthly scheduled report. Vendor must login to the TIPS database and use the "Submission

Report” section to report sales. The Vendor or vendor assigned dealers are responsible for keeping record of all sales that go through the TIPS Agreement. Failure to pay the participation fee will result in termination of Agreement. 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 work under this Agreement, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further 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 injuries (including death) to an officer, employee, agent, subcontractors, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor’s work under this Agreement whether or not such claims are based in part upon the negligent acts or omissions of the TIPS, TIPS Member(s), officers, employees, or agents. 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. Per Texas Education Code §44.032(f), reasonable Attorney’s fees are recoverable by the prevailing party in any dispute resulting in litigation.

Multiple Vendor Awards

TIPS reserves the right to award multiple vendor Agreements for categories when deemed in the best interest of the TIPS Membership. Bidders scoring the solicitation’s specified minimum score or above will be considered for an award. Categories are established at the discretion of TIPS.

State of Texas Franchise Tax

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

Miscellaneous

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

Purchase Order Pricing/Product Deviation

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

Termination for Convenience

TIPS reserves the right to terminate this agreement for cause or no cause for convenience with a thirty-day written notice. Termination for convenience is required under Federal Regulations 2 CFR part 200. All purchase orders presented to the Vendor by a TIPS Member prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. The awarded vendor may terminate the agreement with ninety (90) days written notice to TIPS 4845 US Hwy North, Pittsburg, Texas 75686.

TIPS Member Purchasing Procedures

Purchase orders or their equal are issued by participating TIPS Member to the awarded vendor indicating on the PO "Agreement Number". Order is emailed to TIPS at tipspo@tips-usa.com.

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

Form of Agreement

If a vendor submitting an Proposal requires TIPS and/or TIPS Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

In response to submitted supplemental Vendor Agreement documents, TIPS will review proposed vendor Agreement documents. Supplemental Vendor's Agreement documents shall not become part of TIPS's Agreement with vendor unless and until an authorized representative of TIPS reviews and approves it.

Licenses

Awarded vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by awarded vendor. Awarded vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Agreement. TIPS reserves the right to stop work and/or cancel Agreement of any awarded vendor whose license(s) expire, lapse, are suspended or terminated.

Novation

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

Site Requirements (when applicable to service or job)

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

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

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

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

Awarded vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

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

Smoking

Persons working under Agreement shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

Marketing

Awarded vendor agrees to allow TIPS to use their name and logo within website, marketing materials and advertisement. 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.

Supplemental agreements

The TIPS Member entity participating in the TIPS Agreement and awarded vendor may enter into a separate supplemental agreement or contract to further define the level of service requirements over and above the minimum defined in this Agreement i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement or contract developed as a result of this Agreement is exclusively between the participating entity and awarded vendor. TIPS, its agents, TIPS Members and employees shall not be made party to any claim for breach of such agreement.

Survival Clause

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

Legal obligations

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

Audit rights

Due to transparency statutes and public accountability requirements of TIPS and TIPS Members', the awarded Vendor shall, at their sole expense, maintain appropriate due diligence of all purchases made by TIPS Member that utilizes this Agreement. TIPS and Region 8 ESC each reserve the right to audit the accounting of TIPS related purchases for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct random audits of Awarded Vendor's pricing that is offered to TIPS Members. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with the pricing under this agreement, TIPS shall have the ability to conduct the audit internally or may engage a third-party auditing firm to investigate any possible non-complying conduct. In the event of an audit, the requested materials shall be reasonably provided in the format and at the location designated by Region 8 ESC or TIPS.

Force Majeure

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

Scope of Services

The specific scope of work for each job shall be determined in advance and in writing between TIPS Member and Awarded vendor. It is permitted for the TIPS Member to provide a general scope, but the awarded vendor should provide a written scope of work to the TIPS Member as part of the proposal. Once the scope of the job is agreed to, the TIPS Member will issue a

Purchase Order and/or an Agreement or Contract and/or an Agreement with the estimate referenced as an attachment along with required bond and any other special provisions agreed to for the TIPS Member. If special terms and conditions other than those covered within this solicitation and awarded Agreements are required, they will be attached to the Purchase Order and/or an Agreement or Contract and shall take precedence over those in the base TIPS Vendor Agreement.

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 has services that need to be undertaken. Notification may occur via phone, the web, email, fax, or in person. Upon notification of a pending request, the awarded vendor shall make contact with the TIPS Member as soon as possible, but must make contact with the TIPS Member within two working days.

Scheduling of Projects

Scheduling of projects (if applicable) will be accomplished when the TIPS Member issues a purchase order or other document that will serve as “the notice to proceed”. The period for the delivery order will include the mobilization, materials purchase, installation and delivery, design, weather, and site cleanup and inspection. No additional claims may be made for delays as a result of these items. When the tasks have been completed the awarded vendor shall notify the client and have the TIPS Member inspect the work for acceptance under the scope and terms in the PO. The TIPS Member will issue in writing any corrective actions that are required. Upon completion of these items, the TIPS Member will issue a completion notice and final payment will be issued.

Support Requirements

If there is a dispute between the awarded vendor and TIPS Member, TIPS or its representatives will assist in conflict resolution or third party (mandatory mediation), if requested by either party. TIPS, or its representatives, reserves the right to inspect any project and audit the awarded vendors TIPS project files, documentation and correspondence.

Incorporation of Solicitation

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

SECTION HEADERS OR TITLES

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

NEW STATUTORY REQUIREMENT EFFETIVE SEPTEMBER 1, 2017.

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

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

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

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

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

Insurance Requirements

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

General Liability	\$1,000,000 each Occurrence/ Aggregate
Automobile Liability	\$300,000 Including owned, hired, & non-owned
Workers' Compensation	Statutory limits
Employers' Liability - if you employ people besides the owners AND provide ON-SITE services or on-site delivery, not just goods.	\$1,000,000
Umbrella Liability	\$1,000,000

When the contractor or its subcontractors are liable for any damages or claims, the contractors' policy must be primary over any other valid and collectible insurance carried by the District. Any immunity available to TIPS or TIPS Members shall not be used as a defense by the

contractor's insurance policy. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Contractor(s). Insurance shall be written by a carrier with an A-; VII or better rating in accordance with current A.M. Best Key Rating Guide. Only deductibles applicable to property damage are acceptable. "Claims made" policies will not be accepted. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member.

Special Terms and Conditions

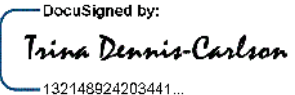
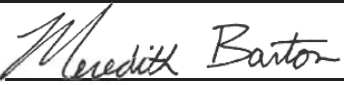

It is the intent of TIPS to award to reliable, high performance vendors to supply products and services to government and educational agencies. It is the experience of TIPS that the following procedures provide TIPS, the Vendor, and the participating agency the necessary support to facilitate a mutually beneficial relationship. The specific procedures will be negotiated with the successful vendor.

- **Agreements:** All vendor Purchase Orders and/or Agreements/Contracts must be emailed to TIPS at tipspo@tips-usa.com. Should an agency send an order direct to vendor, it is the vendor's responsibility to forward the order to TIPS at the email above within 24 business hours and confirm its receipt with TIPS.
 - **Promotion of Agreement:** It is agreed that Vendor will encourage all eligible entities to purchase from the TIPS Program. Encouraging entities to purchase directly from the Vendor and not through 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.
 - **Daily Order Confirmation:** All Agreement purchase orders will be approved daily by TIPS and sent to vendor. The vendor must confirm receipt of orders to the TIPS Member (customer) within 24 business hours.
 - **Vendor custom website for TIPS:** If Vendor is hosting a custom TIPS website, then updated pricing must be posted by 1st of each month.
 - **Back Ordered Products:** If product is not expected to ship within 3 business days, customer is to be notified within 24 hours and appropriate action taken based on customer request.
-

Page 12 of 12 will be the TIPS Vendor Agreement Signature Page

TIPS Vendor Agreement Signature Form

PART 1— RFP 180501 Networking Equipment, Software and Services

Company Name Presidio Networked Solutions LLC
Address 8161 Maple Lawn Blvd. Suite 150
City Fulton State MD Zip 20759
Phone 301-623-1872 Fax _____
Email of Authorized Representative tdennis-carlson@presidio.com
Name of Authorized Representative Trina Dennis-Carlson
Title Director-Federal Contracts
Signature of Authorized Representative  _____
Date 6/6/2018
TIPS Authorized Representative Name Meredith Barton
Title Vice-President of Operations
TIPS Authorized Representative Signature  _____
Approved by ESC Region 8  _____
Date 7/24/18

The Interlocal Purchasing System (TIPS Cooperative) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Rick Powell General Counsel/Procurement Compliance Officer	Address	Region VIII Education Service Center 4845 US Highway 271 North Pittsburg, TX 75686	Address
Email	rick.powell@tips-usa.com	Contact	Kristie Collins, Contracts Compliance Specialist	Contact
Phone	(903) 575-2689 x			Department Building
Fax				Floor/Room
Bid Number	180501	Department Building		Telephone
Title	Networking Equipment, Software and Services (2 Part)			Fax
Bid Type	RFP			Email
Issue Date	5/3/2018 08:03 AM (CT)	Floor/Room		
Close Date	6/15/2018 03:00:00 PM (CT)	Telephone	+1 (866) 839-8477 x	
		Fax	+1 (866) 839-8472 x	
		Email	bids@tips-usa.com	

Supplier Information

Company PRESIDIO NETWORKED SOLUTIONS, INC.
 Address PO BOX 822169
 PHILADELPHIA, PA 19182-2169

Contact
 Department
 Building
 Floor/Room
 Telephone (301) 313-2155
 Fax
 Email
 Submitted 6/14/2018 02:52:39 PM (CT)
 Total \$0.00

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

Signature Trina Dennis-Carlson Email tdennis-carlson@presidio.com

Supplier Notes

Bid Notes

This is a two part solicitation. Part 1 is for 180501 Networking Equipment, Software and Services that are considered non construction services and Part 2 is for the construction related installation services.

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Yes - No	Disadvantaged/Minority/Women Business Enterprise - D/M/WBE (Required by some participating governmental entities) Vendor certifies that their firm is a D/M/WBE? Vendor must upload proof of certification to the "Response Attachments" D/M/WBE CERTIFICATES section.	No
2	Yes - No	Historically Underutilized Business - HUB (Required by some participating governmental entities) Vendor certifies that their firm is a HUB as defined by the State of Texas at https://comptroller.texas.gov/purchasing/vendor/hub/ or in a HUBZone as defined by the US Small Business Administration at https://www.sba.gov/offices/headquarters/ohp Proof of one or both may be submitted. Vendor must upload proof of certification to the "Response Attachments" HUB CERTIFICATES section.	No
3	Yes - No	The Vendor can provide services and/or products to all 50 US States?	Yes
4	States Served:	If answer is NO to question #3, please list which states can be served. (Example: AR, OK, TX)	
5	Company and/or Product Description:	This information will appear on the TIPS website in the company profile section, if awarded a TIPS contract. (Limit 750 characters.)	Presidio is one of the largest technology solutions provider in the U.S. We combine experience, scale, and stability with regional expertise and service, so you can rest assured we'll be everywhere you need us to support your global business technology needs. We are not just trusted partners, we enable new thinking. Quick Facts - 2,000+ IT professionals including over 1,000 highly certified consulting engineers - 3,500+ technical industry certifications - Local delivery model with 50+ offices located across the United States - 15+ years of sustained annual double-digit growth rates.
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	812.342.6188
10	Primary Contact Fax	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
11	Primary Contact Mobile	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	
12	Secondary Contact Name	Secondary Contact Name	Jessica Zamora

13	Secondary Contact Title	Secondary Contact Title	Business Operations Analyst
14	Secondary Contact Email	Secondary Contact Email	jzamora@presidio.com
15	Secondary Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469.549.9881
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.	Jessica Zamora
19	Admin Fee Contact Email	Admin Fee Contact Email	jzamora@presidio.com
20	Admin Fee Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	469.549.9881
21	Purchase Order Contact Name	Purchase Order Contact Name. This person is responsible for receiving Purchase Orders from TIPS.	Todd Smithson
22	Purchase Order Contact Email	Purchase Order Contact Email	tsmithson@presidio.com
23	Purchase Order Contact Phone	Enter 10 digit phone number. (No dashes or extensions) Example: 8668398477	501.218.8298
24	Company Website	Company Website (Format - www.company.com)	www.presidio.com
25	Federal ID Number:	Federal ID Number also known as the Employer Identification Number. (Format - 12-3456789)	25-1667655
26	Primary Address	Primary Address	8161 Maple Lawn Blvd., Suite 150
27	Primary Address City	Primary Address City	Fulton
28	Primary Address State	Primary Address State (2 Digit Abbreviation)	MD
29	Primary Address Zip	Primary Address Zip	20759

30 Search Words:

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

SpyCloud, Bitdefender, Netscout, Actifio, Tenable, Unitrends, Brainstorm, Vistapoint, Cylance, Panasonic Security, Avteq, Avigilon, RedSky, Professional Computing Resources, (PCR), Cisco Umbrella, Valcom, 7Signal, Veriphy, Vivotech, Atlas Sound, Presidio Networked Solutions, EMC, Cisco, Ironport, BlueCat, Blue Coat, Aruba, Fortinet, Foundry, Brocade, Enterasys, Netscout, Fluke, Tipping Point, Riverbed, Palo Alto, network, architecture, infrastructure, LAN, WAN, data center, wireless, telepresence, switch, router, server, gateway, software, application, computer, IP, unified communications, telephony, enterprise, firewall, access point, IT, video, voice, information technology, Presidio, Commvault, Check Point, Pure Storage Inc, F5 Networks, Veeam, Ekahau, VMware, Infoblox, Nimble Storage, nimblestorage, Enterasys, WhatsUp Gold, Nutanix, networking, switch, router, byod, cisco, emc, san, data center, voip, collaboration, cloud, cyber security, mobility, wireless, vlan, contact center, managed services, virtualization, IoT, deployment, consulting, integration, global services, financial services, asset maintenance, malware, convergence, vdi, Eaton, 10Zig, APC, Liebert-Avocent, Singlewire, Sophos, zoom, , Allot Communications, Allot Communications, Aruba Networks, Axis Communications, BlueCat, Blue Coat Systems, Brocade/Foundry, Check Point, Cisco, Commvault, Ekahau, EMC, Extreme Networks, Fluke Networks, Four Winds Interactive, Infoblox, Ispswitch, NetScout, Nutanix Alto Networks, Pure Storage, Riverbed, Tipping Point, Veeam, Nimble Storage, Tripp Lite, Simplivity, Nyansa, Fatpipe, Solarwinds, Citrix, Veeam Software, Extrahop, Veritas, Microsoft, Binary Tree, Eaton, Webtext, AppSpace, ISI Telemangement Solutions, CallRex, Moxa, UberAgent, Xmedius, LoginVSI, networking, Presidio, data center, VoIP, collaboration, net work security

31	Yes - No	Most of our members receive Federal Government grants and they make up a significant portion of their budgets. The members need to know if your company is willing to sell to them when they spend federal budget funds on their purchase. There are attributes that follow that are provisions from the federal regulations in 2 CFR part 200. Your answers will determine if your award will be designated as Federal or Education Department General Administrative Regulations (EDGAR)compliant. Is it your intent to be able to sell to our members regardless of the fund source, whether it be local, state or federal?	Yes
32	Yes - No	Certification of Residency (Required by the State of Texas) The vendor's ultimate parent company or majority owner: (A) has its principal place of business in Texas; OR (B) employs at least 500 persons in Texas?	No
33	Company Residence (City)	Vendor's principal place of business is in the city of?	Reston
34	Company Residence (State)	Vendor's principal place of business is in the state of?	Virginia
35	Felony Conviction Notice:	(Required by the State of Texas) My firm is, as outlined on PAGE 5 in the Instructions to Bidders document: (Questions 36 - 37) Statutory citation covering notification of criminal history of contractor is found in the Texas Education Code #44.034. Following is an example of a felony conviction notice: State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into a contract with a school district or ESC 8/TIPS must give advance notice to the district or ESC 8/TIPS 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."	(No Response Required)
36	Yes - No	A publicly held corporation; therefore, this reporting requirement is not applicable?	Yes
37	Yes - No	Is owned or operated by individual(s) who has/have been convicted of a felony?	No
38	If your firm is owned or operated by the following individual(s) who has/have been convicted of a felony:	Please provide details of the conviction. This is not necessarily a disqualifying factor and the details of the conviction determines the eligibility. Providing false or misleading information about the conviction is illegal.	NO
39	Pricing Information:	Pricing information section. (Questions 39 - 43)	(No Response Required)

40	Discount Offered	CAUTION: BE CERTAIN YOU CAN HONOR THIS MINIMUM DISCOUNT PERCENTAGE ON ANY OFFERED SERVICE OR GOOD. FOR PART 1 ONLY. what is the MINIMUM percentage discount off of any item or service you offer to TIPS Members that is in your regular catalog (as defined in the RFP document), website, store or shelf pricing? This is a ceiling on your pricing and not a floor because, in order to be more competitive in the individual circumstance, you may offer a larger discount depending on the items or services purchased and the quantity at time of sale. Must answer with a number between 0% and 100%.	5%
41	TIPS administration fee	By submitting a proposal, I agree that all pricing submitted to TIPS shall include the participation fee, as designated in the solicitation or as otherwise agreed in writing and shall be remitted to TIPS by the Vendor as agreed in the Vendor agreement. I agree that the fee shall not and will not be added by the vendor as a separate line item on a TIPS member invoice, quote, proposal or any other written communications with the TIPS member.	(No Response Required)
42	Yes - No	Vendor agrees to remit to TIPS the required administration fee? TIPS/ESC Region 8 is required by Texas Government Code § 791 to be compensated for its work and thus, failure to agree shall render your response void and it will not be considered.	Yes
43	Yes - No	Do you offer additional discounts to TIPS members for large order quantities or large scope of work?	Yes
44	Start Time	Average start time after receipt of customer order is ____ working days?	3
45	Years Experience	Company years experience in this category?	31
46	Resellers:	Does the vendor have resellers that it will name under this contract? Resellers are defined as other companies that sell your products under an agreement with you, the awarded vendor of TIPS. EXAMPLE: Walmart is a reseller of Samsung Electronics. If Samsung were a TIPS awarded vendor, then Samsung would list Walmart as a reseller. (If applicable, vendor should download the Reseller/Dealers spreadsheet from the Attachments section, fill out the form and submit the document in the "Response Attachments" RESELLERS section.	No
47	Prices are guaranteed for?	Vendor agrees to honor the pricing discount off regular catalog (as defined in the RFP document), website, store or shelf pricing for the term of the award?	YES
48	Right of Refusal	Does the proposing vendor wish to reserve the right not to perform under the awarded agreement with a TIPS member at vendor's discretion?	Yes

49 NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the Bidder certifies that: (No Response Required)

- 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.

50 Texas HB 89- Texas Government code §2270 compliance

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

The relevant section addressed by this form reads as follows:

Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

I verify by my "YES" response to this attribute that, as a company submitting a proposal to this solicitation, that I am authorized to respond for the company and affirm that the company (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that TIPS will be notified in writing by email to TIPS@TIPS-USA.com within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall result in a "no award" determination by TIPS and if a contract exists with TIPS, be grounds for immediate contract termination without penalty to TIPS and Education Service Center Region 8.
FAILURE TO RESPOND "YES" WILL RESULT IN NO CONSIDERATION OF YOUR PROPOSAL.
I swear and affirm that the above is true and correct by a "YES" response.

- 51 CONFLICT OF INTEREST QUESTIONNAIRE - FORM CIQ
- 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, Richard Powell, 4845 US Highway 271 North, Pittsburg, Texas 75686
- No
- You may find the Blank CIQ form on our website at:
- Copy and Paste the following link into a new browser or tab:
<https://www.tips-usa.com/assets/documents/docs/CIQ.pdf>
- Do you have any conflicts under this statutory requirement?
- 52 Filing of Form CIQ
- If yes (above), have you filed a form CIQ as directed here? No
- 53 Regulatory Standing
- I certify to TIPS for the proposal attached that my company is in good standing with all governmental agencies Federal or state that regulate any part of our business operations. If not, please explain in the next attribute question.
- Yes
- 54 Regulatory Standing
- Regulatory Standing explanation of no answer on previous question.
- 55 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- By submission of this bid or proposal, the Bidder certifies that: (No Response Required)
- I affirm under penalty of perjury of the laws of the State of Texas that:
- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law;
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Instructions for Certification:

(No Response Required)

1. By submitting this proposal, 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.

57 Suspension or Debarment Certification

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Yes

By submitting this offer and certifying this section, this bidder:
Certifies that no suspension or debarment is in place, which would preclude receiving a federally funded contract as described above.

58 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.

Yes

Not a negotiable term. Failure to agree 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.

59 2 CFR PART 200 Contract Provisions
Explanation

Required Federal contract provisions of Federal Regulations for contracts with ESC Region 8 and TIPS Members: (No Response Required)
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.

60 2 CFR PART 200 Contracts

Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.
Does vendor agree? Yes

61 2 CFR PART 200 Termination

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

62	2 CFR PART 200 Clean Air Act	Yes
63	<p>2 CFR PART 200 Byrd Anti-Lobbying Amendment</p> <p>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?</p> <p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. 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?</p>	Yes
64	<p>2 CFR PART 200 Federal Rule</p> <p>Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of \$100,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify that it is in compliance with the Clean Air Act?</p>	Yes

<p>65 2 CFR PART 200 Procurement of Recovered Materials</p>	<p>A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.</p> <p>Does vendor certify that it is in compliance with the Solid Waste Disposal Act as described above?</p>	<p>Yes</p>
<p>66 Certification Regarding Lobbying</p>	<p>Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds</p> <p>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.</p> <p>The undersigned certifies, to the best of his or her knowledge and belief, that:</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>	<p>I HAVE NOT Lobbied per above</p>
<p>67 Lobbying Report Standard Form-LLL, "disclosure Form to Report Lobbying,"</p>	<p>ONLY IF you answered "I HAVE Lobbied per above" to attribute #68, please download and complete and upload the Standard Form-LLL, "disclosure Form to Report Lobbying," in the Response attachments section.</p>	<p>(No Response Required)</p>

- | | | | |
|----|--|--|-----|
| 68 | Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. | Federal Requirements for Procurement and Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? | NO |
| 69 | If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements? | <p>If yes to #68 OR if you ever do subcontract any part of your performance under the TIPS Agreement, do you agree to comply with the following federal requirements?</p> <p>Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section.</p> | YES |

70 If proposing on PART 2, Davis-Bacon Act compliance.

(No Response Required)

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

BY SUBMITTING A PROPOSAL FOR PART 2 OF THIS SOLICITATION, the Vendor agrees, AS REQUIRED BY LAW, to comply with the Davis Bacon Act if proposing on PART 2 of this solicitation.

71 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

(No Response Required)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. By submitting a proposal to PART 2 of this solicitation and IF the customer is utilizing federal funds as described above, the Vendor agrees to comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

72 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

73 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 must 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?

Yes, I Agree

74 Remedies Explanation of No Answer

75	Choice of Law	<p>This agreement and any addenda or other additions and all contracts or awards 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.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
76	Jurisdiction and Service of Process	<p>Any Proceeding arising out of or relating to this procurement process or any contract issued by TIPS resulting from or any contemplated transaction shall be brought in a court of competent jurisdiction in Camp County, Texas and each of the parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the Proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction in any other court. The parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the parties irrevocably to waive any objections to venue or to convenience of forum. Process in any Proceeding referred to in the first sentence of this Section may be served on any party anywhere in the world. Venue clauses in contracts with TIPS members may be determined by the parties.</p> <p>Not a negotiable term. Failure to agree will render your proposal non-responsive and it will not be considered. Do you agree to these terms?</p>	Yes
77	Alternative Dispute Resolution	<p>Prior to filing of litigation, the parties may select non-binding mediation as a method of conflict resolution for issues arising out of or relating to this procurement process or any contract resulting from or any contemplated transaction. The parties agree that if nonbinding mediation is chosen as a resolution process, the parties must agree to the chosen mediator(s) and that all mediation venue shall be at a location in Camp or Titus, County, Texas agreed by the parties. The parties agree to share equally the cost of the mediation process and venue cost.</p> <p>Do you agree to these terms?</p>	Yes, I Agree
78	Alternative Dispute Resolution Explanation of No Answer		
79	Infringement(s)	<p>The successful vendor will be expected to indemnify and hold harmless the TIPS and its employees, officers, agents, representatives, contractors, assignees and designees from any and all third party claims and judgments involving infringement of patent, copyright, trade secrets, trade or service marks, and any other intellectual or intangible property rights attributed to or claims based on the Vendor's proposal or Vendor's performance of contracts awarded and approved.</p>	Yes, I Agree

Do you agree to these terms?

80 Infringement(s) Explanation of No Answer

81 Acts or Omissions

The successful vendor will be expected to indemnify and hold harmless the TIPS, its officers, employees, agents, representatives, contractors, assignees and designees from and against any and all liability, actions, claims, demands or suits, and all related costs, attorney's fees and expenses arising out of, or resulting from any acts or omissions of the vendor or its agents, employees, subcontractors, or suppliers in the execution or performance of any agreements ultimately made by TIPS and the vendor.
Do you agree to these terms?

Yes, I Agree

82 Acts or Omissions Explanation of No Answer

83 Contract Governance

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

Yes

84 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.

Yes

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?

85 Insurance and Fingerprint Requirements
Information

Insurance

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

Fingerprint

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

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

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

(2) has or will have direct contact with students

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

TIPS recommends all vendors consult their legal counsel for guidance in compliance with this law. If you have questions on how to comply, see below. If you have questions on compliance with this code section, contact the Texas Department of Public Safety Non-Criminal Justice Unit, Access and Dissemination Bureau, FAST-FACT at

NCJU@txdps.state.tx.us and you should send an email identifying you as a contractor to a Texas Independent School District or ESC Region 8 and TIPS. Texas DPS phone number is (512) 424-2474.

See form in the next attribute to complete entitled:

Texas Education Code Chapter 22 Contractor Certification for Contractor Employees

(No Response Required)

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

- 87 Texas Business and Commerce Code § 272 Requirements as of 9-1-2017 SB 807 prohibits construction contracts to have provisions requiring the contract to be subject to the laws of another state, to be required to litigate the contract in another state, or to require arbitration in another state. A contract with such provisions is voidable. Under this new statute, a "construction contract" includes contracts, subcontracts, or agreements with (among others) architects, engineers, contractors, construction managers, equipment lessors, or materials suppliers. "Construction contracts" are for the design, construction, alteration, renovation, remodeling, or repair of any building or improvement to real property, or for furnishing materials or equipment for the project. The term also includes moving, demolition, or excavation. BY RESPONDING TO THIS SOLICITATION, AND WHEN APPLICABLE, THE PROPOSER AGREES TO COMPLY WITH THE TEXAS BUSINESS AND COMMERCE CODE § 272 WHEN EXECUTING CONTRACTS WITH TIPS MEMBERS THAT ARE TEXAS GOVERNMENT ENTITIES. (No Response Required)
- 88 Texas Government Code 2270 Verification Form Texas Government Code 2270 Verification Form YES
 Texas 2017 House Bill 89 has been signed into law by the governor and as of September 1, 2017 will be codified as Texas Government Code § 2270 and 808 et seq.
 The relevant section addressed by this form reads as follows:
 Texas Government Code Sec. 2270.002. PROVISION REQUIRED IN CONTRACT. A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.engaged by
 ESC Region 8/The Interlocal Purchasing System (TIPS)
 4845 Highway 271 North
 Pittsburg,TX,75686
 verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future. I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.
 AND
 our company is not listed on and we do not do business with companies that are on the the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations per Texas Gov't Code 2270.0153 found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>
 I swear and affirm that the above is true and correct.

89	Logos and other company marks	<p>Please upload your company logo to be added to your individual profile page on the TIPS website. If any particular specifications are required for use of your company logo, please upload that information under the "Logo and Other Company Marks" section under the "Response Attachment" tab. Preferred Logo Format: 300 x 225 px - .png, .eps, .jpeg preferred</p> <p>Potential uses of company logo:</p> <ul style="list-style-type: none"> * 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) 	(No Response Required)
90	Solicitation Deviation/Compliance	Does the vendor agree with the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation?	Yes
91	Solicitation Exceptions/Deviations Explanation	<p>If the bidder intends to deviate from the General Conditions Standard Terms and Conditions or Item Specifications listed in this proposal invitation, all such deviations must be listed on this attribute, with complete and detailed conditions and information included or attached.</p> <p>TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any bid based upon any deviations indicated below or in any attachments or inclusions.</p> <p>In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Standard Terms and Conditions, Item Specifications, and all other information contained in this Solicitation.</p>	
92	Agreement Deviation/Compliance	Does the vendor agree with the language in the Vendor Agreement?	Yes
93	Agreement Exceptions/Deviations Explanation	<p>If the proposing Vendor desires to deviate from the Vendor Agreement language, all such deviations must be listed on this attribute, with complete and detailed conditions and information included. TIPS will consider any deviations in its proposal award decisions, and TIPS reserves the right to accept or reject any proposal based upon any deviations indicated below. In the absence of any deviation entry on this attribute, the proposer assures TIPS of their full compliance with the Vendor Agreement.</p>	
94	Long Term Cost Evaluation Criterion # 4 on PART 1 EVALUATION ONLY	<p>READ CAREFULLY and see in the RFP document under "Proposal Scoring and Evaluation".</p> <p>Points will be assigned to this criterion based on your answer to this Attribute of this solicitation in the ION Wave bidding system. Points are awarded if you agree not increase your catalog prices (as defined herein) more than X% annually over the previous year for years two and three and potentially year four, unless an exigent circumstance exists in the marketplace and the excess price increase which exceeds X% annually is supported by documentation provided by you and your suppliers and shared with TIPS, if requested. If you agree NOT to increase prices more than 5%, except when justified by supporting documentation, you are awarded 10 points; if 6% to 14%, except when justified by supporting documentation, you receive 1 to 9 points incrementally.</p>	price increases will be < 5% annually per question

Price increases 14% or greater, except when justified by supporting documentation, receive 0 points.

Line Items		
Response Total:		\$0.00

REFERENCES

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

Please verify your references are current and valid, as they are a SIGNIFICANT required evaluation component of the PART 2 evaluation process, and the evaluation cannot be completed without responses from these references when we contact them.

You may provide more than three (3) references.

Entity Name	Contact Person	VALID EMAIL IS REQUIRED	Phone
Arkansas State University	David Engelken	dengelken@astate.edu	870-680-4224
University of Arkansas - Monticello	Bryan Daugherty	daugherty@uamont.edu	870-460-1636
State of Arkansas - Administrative Office of the Courts	Ben Houston	ben.houston@arkansas.gov	(501) 682-9400
City of Little Rock	Randy Foshee	rfoshee@littlerock.gov	(501) 371-4886
University of Arkansas - Fayetteville	Becky McCoy	remccoy@uark.edu	479-575-2901

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)

Jay Staples **certify that I am the Secretary of the Corporation**
I, (Name of Corporate Secretary)

named as OFFERER herein above; that

Trina Dennis-Carlson

(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

(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

-DocuSigned by:

Jr St

255F46F4FE484AB...

SIGNATURE

6/11/2018

DATE _____

Insert TIPS RFP # 180501**FAILURE TO PROPERLY COMPLETE THIS FORM AND SUBMIT WITH YOUR RESPONSE MAY RESULT IN A
WAIVER OF YOUR RIGHTS UNDER THE LAW TO MAINTAIN CONFIDENTIALITY TREATMENT OF
SUBMITTED MATERIALS.**

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

If you consider any portion of your proposal to be confidential information and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s), **you must make a copy of all claimed confidential materials within your proposal and put this COMPLETED form as a cover sheet to said materials then scan, name "CONFIDENTIAL" and upload with your proposal submission.** (You must include the confidential information in the submitted proposal as well, the copy uploaded is to indicate which material in your proposal, if any, you deem confidential in the event the receives a Public Information Request.) ESC8 and TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law. Pricing of solicited product or service may be deemed as public information under Chapter 552 Texas Gov't Code. The Office of Texas Attorney General shall make the final determination whether the information held by ESC8 and TIPS is confidential and exempt from public disclosure.

If you claim that parts of your proposal are confidential, complete the top section below.

I claim part of my proposal to be confidential and DO NOT desire to expressly waive any claim of confidentiality as to any and all information contained within our response to the competitive procurement process (e.g. RFP, CSP, Bid, RFQ, etc.) by completing the following and submitting this sheet with our response to Education Service Center Region 8 and TIPS. The attached contains material from our proposal that I classify and deem confidential under Texas Gov't Code Sec. 552 or other law(s) and I invoke my statutory rights to confidential treatment of the enclosed materials.

Name of company claiming confidential status of material

Printed Name and Title of authorized company officer claiming confidential status of material

Address City State ZIP Phone

ATTACHED ARE COPIES OF _____ PAGES OF CONFIDENTIAL MATERIAL FROM OUR PROPOSAL

Signature _____ Date _____

OR _____

If you do not claim any of your proposal to be confidential, complete the section below only.

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

Jay Staples

Asst. General Counsel

Printed Name authorized company officer

Title of authorized company officer

2 Sun Court, Suite 120 Norcross, GA 30092

770-582-7228

Address City State ZIP Phone

Signature  255F46F4FE484AB...

Date 6/13/2018

Presidio – Proposed Goods & Services

Presidio is a leading IT solutions provider assisting clients in harnessing technology innovation and simplifying IT complexity to digitally transform their businesses and drive return on IT investment. Our Digital Infrastructure, Cloud and Security solutions enable our almost 7,000 middle market, enterprise and government clients to take advantage of new digital revenue streams, omnichannel customer experience models, and the rich data insights generated by those interactions.

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 life cycle model of professional, managed, and support services including strategy, consulting, implementation and design.

By investing in the future of IT solutions we stay at the forefront of technology trends. And to ensure our clients have access to a wide range of technologies and best-of-breed solutions, we partner with over 500 OEMs including market leaders and emerging providers to bring our clients integrated, multi technology solutions.

We serve as an extension of our clients' IT teams, providing deep expertise and letting them focus on their core business. Through 60+ US offices and 2,800 professionals, including 1,600 technical engineers, we are trusted advisors to our clients on a local level while also bringing our national scale and expertise to bear. We have \$2.8 billion in annual revenue and are a publicly traded company,(NYSE:PSDO).

For more information please visit our website, www.presidio.com.